MASTER WEB SERVICES AGREEMENT

THIS MASTER WEB SERVICES AGREEMENT, dated as of _____, is made by and between _____, the "Contractor" and The Office of the Chief Administrative Officer of The U.S. House of Representatives, the "CAO". **Certain capitalized words and terms used in this Agreement are defined in Section 29 of this Agreement.**

In consideration of the covenants and conditions hereinafter set forth, the **Contractor** and the **CAO** agree as follows:

1) TERM AND PERFORMANCE

The term of this **Agreement** shall commence as of the **Effective Date** and shall continue in effect until terminated in accordance with the provisions hereof. The **Performance Period** under this Agreement shall commence from the date this Agreement is executed by both parties and terminate no later than January 2, 2031. The CAO shall appoint in writing a representative hereafter referred to as a **Technical Point of Contact** to manage the performance of this Agreement. The CAO may conduct surveys of offices of the House concerning the Contractor's Web Services throughout the Performance Period of this Agreement.

2) CONTENTS OF VENDOR SUBMISSION

Prior to signing this Agreement, the Contractor shall have executed and submitted to the CAO:

a) Vendor Bid Submission Form
b) Non-Disclosure Agreement
c) Vendor Background Certification
d) Web Services Pricing Matrix
e) Web Content Management Systems Feature Requirements

3) CONTRACTOR BACKGROUND

The Contractor (including its principals) represents and warrants to the CAO and the Client that it:

a) has not been barred or suspended for an award of a federal, state, or local government contract or subcontract;
b) is not currently listed as an excluded party in the System for Award Management (www.sam.gov); or
c) has not been indicted or convicted of or had a civil judgment rendered against it, within a five-year period preceding the date of this Agreement, for the:

i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing any contract or subcontract;
ii) violation of a confidentiality agreement or intellectual property laws;
iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
iv) delinquent Federal taxes in an amount that exceeds three thousand dollars ($3,000);
v) violation of Federal or State antitrust statutes;
vi) has not within three (3) years after final payment on any Government contract awarded to the Contractor, failed to timely disclose to the Contracting Officer, in connection with the award,

performance, or closeout of the contract or subcontract thereunder, credible evidence of a: (A) violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; (B) violation of the civil False Claims Act (31 U.S.C. §§ 3729-3733); or (C) significant overpayment(s) to the Contract; or

vii) commission of any other offense indicating a lack of business integrity or honesty that may seriously and directly affect the present responsibility of the Government contractor or subcontractor.

4) CONTRACTOR SERVICES

Scope. During the term of this Agreement, the CAO or the Client may from time to time, engage the Contractor to provide Web Services as defined herein, using an approved content management platform as outlined in Section 5 of this Agreement. A new Contractor may not market or sell new Web CMS Packages to a Client prior to the successful completion of a mandatory Web CMS Package evaluation conducted by the House in accordance with the Web CMS testing program (see *Web Content Management Systems Feature Requirements*) and being authorized as a House Web Contractor. In engaging the Contractor to perform one (1) or more particular Web Services, the Client shall enter into a written work order (each a Client Work Order) pursuant to which such particular Web Services shall be performed. Upon execution thereof and approval by the CAO, each Client Work Order, together with this Agreement, shall constitute a complete and separate agreement among the Client, the Contractor and the CAO (each an "Integrated Agreement"). Pursuant to each Integrated Agreement, any Web Services performed pursuant to a Client Work Order shall be governed by the terms and conditions of this Agreement. The Contractor is expected to have sufficient technical ability, experience and expertise in the applicable Web Services contemplated under any Client Work Order, or to be able to acquire sufficient ability, experience, or expertise through an approved subcontractor. Each new Contractor shall complete the Vendor Bid Submission Form prior to being authorized as a House Web Contractor.

The Contractor must install any security and monitoring tools on House network connected devices as the House may require.

The House Enterprise IT environment comprises a combination of on-premise data center, cloud, and hybrid capabilities, consisting of concurrently maintainable infrastructure, managed by House personnel.

All services must be authorized for use and may require a review as outlined in HISPOL17 and the HIR IT governance policy. The Contractor must notify HIR of any non-House Cloud Services Platform tool or technology used to manage this Agreement or integrate with any part of its services to House offices.

Web Services may include any combination or all of the following:

i) **Website Hosting and Maintenance.** Services that allow a website to be accessible to the public on the World Wide Web (Internet), or accessible to the House community (Intranet). The Contractor shall adhere to hosting requirements set forth in Section 5 of this Agreement and all other requirements in this Agreement. These services shall consist of continuous application patching, network configuration, and the assurance that the platform, operating system, and all related software are kept up to date with the latest developer's release in accordance with standard business practices.

ii) **Website Design.** Services that involve front-end site development. Such services may include web graphic and layout design, user interface optimization, search engine and underlying code optimization, plugin installation and management, web app interface design, and the authoring of standardized code or proprietary web applications that are installed on and executed from the web server.

iii) **Website Development.** Services that primarily encompass back-end server development, and which may also include development work on a cloud-based platform, web engineering, web content development, and server-side scripting.

iv) **Website Auxiliary Services.** Services that enhance the Contractor's overall Web Services, and which are directly or indirectly related to the quality, functionality, and/or user experience of the House website, and which shall only be supplementary (or in addition) to the Contractor's Web Services. Website Auxiliary Services shall be authorized under a Client Work Order or an interrelated agreement.

v) **Training.** The Contractor shall provide training as part of its Web CMS Package to a Client. The training shall enable House staff to manage website content and/or other features on the website. Optionally, the Contractor may provide documentation that includes: (a) a "how-to" user guide or detailed reference guide; (b) role-specific training and documentation (e.g. content editor, editor role with enhanced privileges, etc.) for standard web CMS processes; or (c) a user "quick guide" or "cheat sheet."

b) Client Work Order.

i) **Form of Client Work Order.** The Contractor and the Client shall enter into one (1) or more Client Work Orders (See the *Web Services Pricing Matrix*), to define the Web 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 associated Integrated Agreement.

c) Conflict. In the event that the provisions of a Client Work Order conflict with the provisions of this Agreement, the provisions of this Agreement shall govern solely to the extent of any such conflict and solely with respect to the particular Integrated Agreement governing the Web Services being performed under such Client Work Order.

d) Requirements Prior to Initiation of Work. The Contractor may initiate a marketing or sales discussion with the Client prior to entering into this Agreement with the CAO, but the Contractor shall not initiate any work for the Client prior to the execution of: (i) this Agreement, (ii) the *Web Services Pricing Matrix*, and (iii) a Client Work Order governing the performance of the applicable Web Services. Finally, Contractor employees, contractors, or agents that require access to the House virtual private network (VPN) shall also complete and pass a U.S. Capitol Police background check that is administered through the CAO prior to engaging in work for the Client.

e) 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, including incorporation of supplemental service agreements, terms and conditions, or other licensing agreements. Each Addendum shall be approved by the CAO before it is presented to the Client, and before either the Contractor or Client execute the Addendum. An approved and

executed Addendum shall be incorporated into and made part of such applicable Client Work Order and associated Integrated Agreement. Under no circumstances shall the Contractor provide House offices with an unapproved Addendum or other agreement.

f) **Submission of Client Work Order.** No later than three (3) Business Days 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 to the CAO contact provided in Section 19(c) of this Agreement.

g) **Delivery of Work Product.** Upon: (i) the completion of the Web Services to be performed under each Client Work Order, or (ii) the termination of such Client Work Order or associated Integrated Agreement, and (iii) the request of the client or the CAO, the Contractor shall deliver, within thirty (30) calendar days, to the Client and the CAO all of the Work Product developed pursuant to such Client Work Order.

h) **Pricing.** The Contractor shall submit a detailed pricing list for each proposed support plan (see *Web Services Pricing Matrix*). Contractors are encouraged to offer pricing that is competitive and reflective of the service level being offered. Contractors may include additional pricing for services requested outside the Web Services in their pricing lists. Contractors are prohibited from offering any Web Services free of charge to a Client.

i) **Copies.** Prior to signing the Agreement, the Contractor shall have submitted to the CAO a copy of each current support plan and corresponding pricing list for each Web Service.

ii) **Changes in Support Plans and Pricing.** The Contractor shall provide prior written notification to and obtain written approval from, the Technical Point of Contact of any change to a support plan, pricing, or a pricing list for a Web Service prior to the implementation of such change.

i) **Suspension of Work.** If a Contractor has not received a fully-executed Client Work Order within ninety (90) days after commencing Web Services on behalf of a Client, the Contractor shall suspend any services performed pursuant to such contemplated Client Work Order. The Contractor shall provide written notice to the Client thirty (30) days before suspension of any Web Services under this section.

j) **Support Plans.**

Monthly Maintenance. At a minimum, the Contractor shall provide a monthly maintenance plan for a website that is on the House Cloud Services Platform as outlined in Section 5 of this Agreement. Each monthly maintenance plan offered by the Contractor shall define and describe in detail its support offerings, which shall include, at a minimum: (a) continuous application patching; (b) Website Hosting and Maintenance as defined in Section 4(a)(i); (c) Website Design as defined in Section 4(a)(ii); (d) Website Development as defined in Section 4(a)(iii); (e) website accessibility remediation; (f) Web CMS training as defined in Section 4(a)(v); and (g) Website Auxiliary Services as specified in Section4(a)(iv), if applicable.

The price for each monthly maintenance support plan shall be a fixed rate. The Contractor shall perform the services described in the plan regardless of the number of hours needed to fulfill the Contractor's obligations under the Client Work Order and/or this Agreement.

k) **<u>One Time Charges.</u>** The Contractor shall also provide a price for: (i) a new website; (ii) a redesigned website; (iii) Client Website Data Export that is beyond the requirements of the format guidelines specified in *Web Systems Branch Requirements for Formatting Archived Websites; (iv)* Website Auxiliary Services as specified in Section 4(a)(iv); and (v) Migration fees for changing from one development platform to another.

Pricing for a new or redesigned website may be a fixed price or a variable price that uses a Times and Materials (T&M) hourly rate to charge for the services.

The pricing shall include a T&M (Times and Materials) hourly rate to charge for performance that is outside the scope of the monthly maintenance plan or for a new or redesigned website.

All prices, including the support plans, shall be posted to HouseNet (upon approval) for Member, Committee, Leadership and other office review and consideration.

l) **<u>Web CMS Package.</u>** All Web CMS Packages offered by the Contractor shall provide the features the House has designated as basic and required, as listed in the *Web Content Management Systems Feature Requirements*. Features described in the *Web Content Management Systems Feature Requirements* are subject to change. All Web CMS Packages shall operate within the hardware and software environment of the House and shall be compatible with all software supported by the House.

i) The Contractor shall submit their Web CMS Package for a product demonstration to confirm required features. The Web CMS Package must be hosted inside the House Enterprise IT environment. If the Web CMS Package is integrated with an externally hosted cloud service, such cloud service must be authorized via the HISPOL 17 review process.

ii) The Web CMS Package shall comprise of a database and a website application with a front-end website content management user interface. The database shall contain information that is hosted on the website. The user interface shall allow the Client and/or House staff to create, edit, and manage content and other features that are hosted on the website.

m) **<u>Extra Features.</u>** The Contractor may offer extra (advanced) features in the Web CMS Package to help a Client organize its website content and features (see *Web Content Management Systems Feature Requirements*).

n) **<u>Updates</u>.** To ensure the security and resilience of House data, and the integrity and functionality of the House enterprise IT environment, the House reserves the right to update the hardware and software environment for Web CMS Packages. The Contractor shall modify its Web CMS Package as necessary to maintain compatibility and interoperability with systems of the House. At the sole discretion of the House, the Contractor shall be required to update its software to comply with changes in the *Web Content Management Systems Feature Requirements* by written notification from the Technical Point of Contact or CAO.

o) **<u>Web Content Management System (CMS) Product Evaluation Process</u>**

i) The House may waive testing requirements for Web CMS versions that have previously passed a Web CMS evaluation.

ii) Prior to signing the Agreement, Contractor shall submit its Web CMS Package for a formal software demonstration. The Contractor shall provide all equipment and staff necessary to

support the testing at no additional cost to the House. In its evaluation, the House shall verify that: (i) the software meets the minimum requirements listed in the *Web Content Management Systems Feature Requirements* and (ii) all features perform as described by the Offeror (see *Web Content Management Systems Feature Requirements* for evaluation processes for Web CMS Packages). The evaluation results are final and not subject to appeal.

iii) The CAO may request the Contractor to submit any Web CMS Package for an evaluation at any time.

iv) If a previously approved Web CMS Package is re-submitted for an evaluation (due to product enhancements and/or at the request of the CAO) and fails, the CAO may prohibit the Contractor from seeking new clients for the re-submitted product until the Contractor has resolved any deficiencies and the Web CMS Package passes the Web CMS evaluation.

v) The CAO may decline to re-evaluate a new Web CMS Package for a period of up to two (2) years in the event the Web CMS Package has failed two (2) consecutive Web CMS evaluations.

p) **Website Publish Acceptance by the Client.** Upon the publish of any website, the Contractor shall obtain a sign-off (*Website Publish House Office Acceptance Form*) from the Client confirming that the Client is satisfied with the website publish, and a copy shall be submitted to HIR Vendor Management.

q) **Reimbursement of Incurred Costs.** The Contractor shall be responsible for reimbursing all applicable costs incurred by the House that are attributable to the Contractor's use, consumption, and enablement of services within the House Cloud Services Platform. This shall include resources within the House cloud subscription account provisioned for the Contractor, as well as infrastructure and service-related charges incurred to support connectivity and integration with the House's compliance and governance requirements. See *Attachment J.10M House Information Resources Reimbursement Structure and Information* for additional information and detail regarding the Contractor's reimbursement obligation.

5) WEB HOSTING REQUIREMENTS

a) **General.** The Offeror must clearly state in the offer and support plan which of the following web hosting options the Offeror intends to provide. The CAO requires the following:

i) Web Packages not authorized prior to this Agreement are to be containerized for availability and portability;
ii) all Web Packages must align with House infrastructure and architectural requirements (See *Attachment J.10P Contractor Application Hosting Reference Architecture*);

The CAO shall authorize the hosting solution that best suits the House's needs based on hosting availability, the technology architecture, and integration proposed by the Offeror. If the CAO directs the Contractor to change its hosting model, the Contractor shall be given not less than six (6) months to migrate services and data to the new hosting model.

For all options, the Contractor shall: (1) utilize the House mandated content delivery network (CDN) to ensure that all requests from the CDN to the server go through the House Web Application Firewall (WAF), (2) comply with *The United States House of Representatives Information Security Policy for*

Protecting House Data in Cloud and Non-House Technology Solutions (HISPOL 17), and (3) participate in **Continuous Monitoring** as outlined in Section 8(a)(iv) of this Agreement, to include demonstrating compliance with this Section of the Agreement by providing the CAO with documentation and logs, as required and directed by the **Office of Cybersecurity**. Additionally, the CAO may: determine resource provisioning for the Contractor, set costs charged to the Contractor (pursuant to Section 6(j) of this Agreement), and require upon no less than six (6) months written notice to Contractor, that the Contractor utilize a House authorized hosting platform.

Contractor shall be responsible for maintaining all related software, to include compliance with all policies and guidelines listed in Section 13(a). Contractor shall provide the CAO with the following documentation to determine viability for authorization:

i. detailed network, infrastructure and data flow diagram(s);
ii. associated software components and technical requirements;
iii. management, technical, and security controls;
iv. a comprehensive inventory documenting all types of House information stored or processed in the proposed solution;
v. confidentiality, integrity, and availability impacts of the information documented in the inventory;
vi. the Contractor's policies and practices to ensure adequate protection of personally identifiable information (PII") and other types of sensitive information;
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. customer and data migration plan (for Web providers with House clients); and
ix. such other related information as the CAO shall request.

In addition to requirements outlined in Section 11(f) Close-Out Services, the Contractor shall be required to ensure the destruction of House data on externally hosted third-party services. The Contractor may be required to provide the CAO with verification of destruction of the data.

House Cloud Services Platform Hosting Options
The CAO may require the Contractor to pay any actual costs as outlined in Section 4(q).

Container Orchestration Platform. The House operates an internal Kubernetes environment as a Container Orchestration Platform for hosting Contractor applications. The Contractor will be provided with a dedicated cluster for its production workloads as well as a dedicated cluster for their test/dev environment.

The Kubernetes environment is highly available between multiple data centers and supports stateless application deployment in an active/active posture.

Persistent storage shall exist externally to the Kubernetes cluster within either network-attached shares, object storage, and/or databases. This external storage may exist in an active/active or active/standby posture depending on application requirements and technology support.

Additional Virtual Machine-based hosting is available for support of database hosting and integration services. Contractors may leverage services in the authorized House public cloud

environment and operate in a hybrid fashion.

Public Cloud Hosting. House managed public cloud environments may be utilized for web application hosting for all infrastructure, data storage, processing, and services in connection with this Agreement. Additional private Cloud hosting is available for support of integration services. The Contractor shall pay any actual costs as outlined in Section 4(q).

The Contractor shall comply with all roles and responsibilities outlined in document *House Cloud Services Platform Roles and Responsibilities, Attachment J.10N.*

Virtual Server Hosting Platform. Applications that cannot be containerized may be authorized for hosting on shared or dedicated House-owned virtual servers within the House private cloud. Contractors are responsible for managing the Web Services (including third-party integrations and associated applications), user access, application and operating system updates, and vulnerability patching. If the Contractor elects to use the House Virtual Server Hosting Platform, the CAO shall provide the Contractor with separate web and database computing resources (to include the operating system and House required agents). The Contractor agrees to assume all responsibility for maintaining the operating system and all related software, once it receives the secure base operating system, to include compliance with all policies and guidelines listed in Section 13(a) of this Agreement. The Contractor must also list a mechanism and instructions for backing up the data in the database and any files stored on the virtual server that are associated with the Web CMS Package. At a minimum, the Contractor shall have the ability to restore the database of a Web CMS Package and any of its associated files as of the end of any of the five (5) previous Business Days.

Contractors may leverage services in the authorized House public cloud environment and operate in a hybrid fashion.

The Contractor agrees to assume all responsibility for maintaining the web application and all related software. The CAO shall provide a secure container base image to be used for web application hosting. The Contractor shall ensure compliance with all policies and guidelines listed in Section 13(a) of this Agreement. The Contractor must also list a mechanism and instructions for backing up the data in the database and any files that are associated with the Web CMS Package.

6) PAYMENTS

a) **General.** The Client shall pay the Contractor all fees in accordance with the applicable Client Work Order and this Agreement. The Contractor shall not: (i) bill the Client or hold the Client liable for any charges or expenses other than those stated and expressly authorized in this Agreement or the Client Work Order, or (ii) request payment for Web Services not yet rendered. The Contractor may, however, request advance payments for website maintenance fees. Such advance payments shall comply with the requirements set forth in the *Members' Congressional Handbook* and the *Committees' Congressional Handbook.* Advance payments are not permitted for custom or auxiliary services. In order to invoice offices for advance payment of web services, the Contractor must submit a letter to the CAO requesting permission to offer advance payment options to House clients and stating they offer advance payment options to other clients outside the House. If the Contractor: (A) is not in compliance with this Agreement, the applicable Client

Work Order and any Addenda and/or (B) does not have "Good Standing Status" as referenced in Section 8(a)(vi) of this Agreement, the CAO or the Client may delay a request for payment for Web Services until the issue identified is remedied.

b) **Availability of Funds.** The obligations of the CAO and the Client under this Agreement are contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the CAO or the Client may arise until the funds are made available through an Appropriations Act.

c) **Methods of Payment.** Contractor shall only accept vouchers, purchase orders, or purchase cards for payment for Web Services. The Contractor may use consolidated billing or recurring payment arrangements. Recurring payments shall only be made for the amounts fixed at the time of purchase. Any consolidated billing information provided by the Contractor shall include the invoice number, the Client Work Order number, and the name of the Client.

d) **Pre-Publication Security Audits.** The CAO or the Client may delay or deny requests or directives for payments for: (i) development and coding of a new website, or (ii) any Significant Change, as defined in section 29, if the Work Product has not successfully completed an audit pursuant to Section 8 of this Agreement within the thirty (30) calendar days previous to the work described above.

e) **Assumption of Websites and/or Web Services.** If the CAO assumes control of the Client's website(s) and/or Web Services provided by the Contractor in accordance with this Agreement due to the actions, inactions, breach, or other nonperformance of the Contractor, the CAO may delay or deny any payment to the Contractor.

f) **Submission of Agreements.** No invoices shall be paid unless fully executed copies of this Agreement, the applicable Client Work Order, and any executed Addenda to the Client Work Order have been submitted by the Contractor to the CAO.

g) **Invoices.** The Contractor shall submit a copy of each invoice for Web Services with a copy of the applicable Client Work Order to the Client. The Contractor shall invoice the Client after work has been accepted by the Client. The Contractor shall not invoice a Client for: (a) the development and coding of a new website, or (b) any Significant Change to an existing website until the work has successfully completed an audit pursuant to Section 8 of this Agreement prior to the expiration of the audit findings. Unless otherwise specified in a Client Work Order, each invoice should include: (i) the name of the Client; (ii) the dates of service; (iii) the name, address, phone number and contact person of the Contractor; (iv) the invoice number; (v) the Client Work Order number; and (vi) a description of work performed or product delivered (that distinguishes between one-time and recurring services or deliverables); and (vi) corresponding cost(s). Additionally, all invoices shall be labeled as being for "Web Services". The CAO and the Client may return any payment requests and invoices to the Contractor that do not include the information set forth in this Section 6(g). No invoices shall be paid unless fully executed copies of this Agreement, the applicable Client Work Order, and any executed Addenda have been submitted by the Contractor to the CAO.

h) **Refunds.** If a Client Work Order is terminated in accordance with Section 11 of this Agreement and the Contractor has received any advance payments for Web Services covered under such Client Work Order, the Contractor shall make refunds to the Client for any services not yet rendered. If an advance payment is made for a service that cannot be provided by the Contractor

during the term of the Client Work Order, the Contractor shall make refunds to the Client for any service that cannot thereby be rendered.

i) **Pricing.** The Contractor shall submit a detailed pricing list for each proposed support plan (see *Web Services Pricing Matrix*), in accordance with Sections 2 and 4(h), 4(i), and 4(j) of this Agreement prior to the implementation of such prices and services. The Contractor shall not provide any services to the House for free or in a manner that would constitute a violation of House Rule XXV, clause 5 (Gifts).

i) **Website Hosting.** If the Contractor is using a Hosted Platform as outlined in Section 5 of this Agreement, the Contractor's pricing shall include, at a minimum, the following flat-rate fees in its pricing list: (i) monthly maintenance fees; (ii) Client Website Data Export that is beyond the requirements of the format guidelines specified in *Web Systems Branch Requirements for Formatting Archived Websites;* and (iii) migration fees for changing from one development platform to another.

ii) **Website Maintenance and Auxiliary Services.** Such services shall include, at a minimum, either a time and materials rate or a monthly fixed rate, as support fees for such services in its pricing list.

j) **Costs Charged to the Contractor.** In the event the Contractor utilizes a House Hosted Platform, the CAO reserves the right to charge the Contractor a fee. In the event that the Contractor utilizes the Non-House Hosted Platform, the Contractor shall be responsible for submitting its payments directly to the Cloud Services Provider, and the Contractor assumes full responsibility for all costs associated with hosting, including but not limited, (i) software license and hosting fees, (ii) data transfer and storage costs, and (iii) user subscriptions.

7) SIGNIFICANT CHANGES

In accordance with Section 8(a)(iii) of this Agreement, no Significant Change may be implemented without prior notification to and approval from the CAO. The CAO shall then provide notice of approval or rejection for the proposed Significant Change to the Contractor.

8) AUDITS

a) **Compliance with Audits by the CAO.** The Contractor shall comply and cooperate with any and all audits (e.g., Cybersecurity server audits, website accessibility) performed by the CAO, which may occur at any time. The Contractor acknowledges and understands that passing an audit shall not guarantee passage of future audits. Under no circumstances shall a Contractor: (i) deploy a Website Hosting solution, or (ii) publish a website or Work Product to the Internet, without first completing a mandatory pre-production security audit. The CAO shall notify the Contractor when the pre-production security audit is complete and whether the Contractor passed the audit.

i) **Non-House Hosted Pre-Production Audits.** Prior to the deployment of the platform, the Contractor shall submit a request to the CAO to conduct an audit, which shall include the platform, OS, applications, identity/access management, network and firewall configurations, and any other inspectable items outlined in the **Security Policies and Standards**. The Contractor shall allow the CAO to have full access to the Non-House Hosted Platform to: (i) use all required auditing, monitoring, and scanning tools to administer the audit, (ii) administer tools and resources that are commensurate in scope and scale to the server audits that are administered by the CAO, and (iii) comply with the Security Policies and Standards,

and any other auditing requirements as directed by the Office of Cybersecurity. The Contractor shall configure the platform to meet Security Policies and Standards prior to the initiation of the audit.

ii) **House Hosted Platform Server Audits.** Prior to the deployment of the House Hosted Platform, the Contractor shall submit a request to complete a mandatory server audit (including operating system and application audits) to the CAO. The Contractor shall adhere to the audit Security Policies and Standards and any other audit requirements as directed by the Office of Cybersecurity.

iii) **Pre-Production Website Security Audits.** Prior to publishing the Work Product, the Contractor shall notify and submit the following to the CAO for a mandatory, pre-publication security audit: (A) the development and coding of a new website; or (B) any Significant Change. If the Contractor is utilizing a House Hosted Platform to host the website, the Contractor shall make such Work Product available to the CAO on the Contractor's test site prior to publication. If the Contractor is utilizing a Non-House Hosted Platform to host the website, the Contractor shall comply with Section 8(a)(i) of this Agreement. For planning purposes, if the Contractor has not previously completed an audit of the server, the Contractor should factor in additional time to remediate vulnerabilities discovered by the auditing tools concerning both the Work Product and the hosting solution.

iv) **Continuous Monitoring.** The Contractor shall comply with the CAO's Continuous Monitoring program as outlined in Section 11 of the *Vendor Management Level of Web Service Standards* if the Contractor is using a House Hosted Platform. If the Contractor is utilizing a Non-House Hosted Platform, the Contractor shall: (i) ensure Continuous Monitoring, (ii) provide evidence of Continuous Monitoring in accordance with Section 5(a) of this Agreement, and (iii) assume all associated risks as outlined in Section 5(a)(iii) of this Agreement. In all such cases, the Contractor shall ensure adequate resources are implemented and available for Continuous Monitoring. In the event that a website is made temporarily unavailable on the Internet or the Intranet due to the inadequate availability of resources to withstand internal or external scanning, such a lack of resources shall have the same meaning as a Critical Vulnerability, as defined in Section 29 of this Agreement, and the Contractor shall remediate the vulnerability no less than 72 hours upon the receipt of a Remediation Notice. If the Vendor is using an approved Non-House Cloud Hosted Platform, they must provide security vulnerability reports of the hosting solution to the CAO for review based on a timeframe specified by the CAO. The CAO reserves the right to specify the reporting requirements.

v) **Findings of Noncompliance.** If an audit performed by the CAO indicates that the Work Product is noncompliant with any requirement specified or referred to in this Agreement, the Contractor shall cure such noncompliant Work Product at no additional cost to the CAO or to the Client. The Noncompliance shall be remediated within ten (10) Business Days from the date the Contractor is notified by the CAO ("Noncompliance Date"). In instances when the Contractor requires more time to cure noncompliant Work Product, the Contractor may submit a written request to the CAO for an extension, the granting of which shall be at the sole discretion of the CAO.

vi) **Failure to Maintain Good Standing Status.** If the Contractor fails to cure the noncompliant Work Product within ten (10) Business Days from the Noncompliance Date, or an extended timeframe agreed upon by the Contractor and the CAO, the Contractor shall be deemed not to

have "Good Standing Status" under this Agreement. Until the CAO determines that the Contractor has cured such noncompliant Work Product and has given notice to the Contractor that it has "Good Standing Status," the CAO and the Client may delay or deny any payments for such noncompliant Work Product, unless such Noncompliance was due to a change in the standards in Section 13 of this Agreement that occurred after the Contractor completed the Work Product.

b) Compliance with Other Audits, Assessments, or Reviews. The Contractor shall comply and cooperate with any and all audits performed by the CAO or the Inspector General of the House – including, but not limited to fulfilling requests for reports or other information. Upon receipt of an audit request from any other entity, the Contractor shall provide the CAO (within one Business Day) with a copy of the request (and if applicable, the Contractor shall submit the copy in accordance with Section 14(a) of this Agreement).

9) OWNERSHIP OF DATA

a) Work Product. The Client shall be the exclusive owner of: (i) all right, title, and interest in and to the Work Product, together with (ii) all related documentation and all intellectual property rights therein, and the Contractor hereby assigns to the Client all right, title, and interest therein. The Contractor shall, at the request of the Client or the CAO, perform any acts that the Client may reasonably deem necessary or desirable to evidence or confirm the Client's ownership interest in the Work Product, and intellectual property rights therein (See definitions of Work Product and Contractor Pre-Existing Rights), to include allowing the CAO to conduct a Disaster Recovery, as outlined in Section 10(g) of this Agreement, with respect to restoring the website to full capability using all available data in items (i) and (ii) above.

b) Pre-Existing Rights License. The Contractor hereby grants to the Client an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license under all of the Contractor Pre-Existing Rights included in the Work Product, to prepare, compile, install, make, use, execute, access, reproduce, modify and/or adapt the Contractor Pre-Existing Rights in connection with the use and operation of the Work Product. The license granted hereunder shall include the right of the Client to grant to third parties engaged by the Client the right to do any of the foregoing, provided that such third parties use the Contractor Pre-Existing Rights solely in connection with the use of the Work Product. Unless otherwise specified in any Client Work Order or approved Addenda, the Contractor shall own all right, title, and interest in and to all Contractor Pre-Existing Rights.

c) Subsequent Third-Party Engagements. Once the Work Product has been published, the Client hereby grants to the Contractor an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license to use such Work Product in connection with subsequent third-party engagements by the Contractor, provided that all Confidential Information of the Client is removed therefrom.

d) Client Data. All Client Data is and shall remain the property of the Client and shall be deemed Confidential Information of the Client. Except with the prior written consent of the Client, Client Data shall not be: (i) used by the Contractor other than in connection with providing Web Services; (ii) disclosed, sold, assigned, leased or otherwise provided to third parties by the Contractor; (iii) commercially exploited by or on behalf of the Contractor; or (iv) allowed by the Contractor to be used or disclosed for any such purpose by third parties. Upon the termination of this Agreement, or a Client Work Order, or upon the request of the Client or the CAO, the Contractor shall: (A) at the Client's expense, promptly return to the Client, in the format and on the media requested by the Client, all Client Data, and (B) erase or destroy all Client Data in the

Contractor's control and/or possession using available sanitization services no later than thirty (30) calendar days after the termination of this Agreement or a Client Work Order. The CAO may require the Contractor to sign a data disposition form attesting that the Contractor has destroyed all Client Data in the Contractor's possession. To the extent that verification of data destruction from the Cloud Services Provider is possible, the Contractor shall furnish the CAO with such verification or evidence of destruction.

10) SECURITY

a) **Assumption of Websites and/or Web Services.** In the event that: (i) the CAO's Office of Cybersecurity determines at any time that any portion of the Client's website and/or Web 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 website has a diminution or failure in its availability, functionality, or operability, the CAO may take immediate action to assume control of the Client's website, and any similarly situated websites and/or Web Services. Assumption of control of a website may include taking a website offline and replacing it with a "Site Under Maintenance" webpage. If the CAO assumes control of a website and/or Web Services: (i) each license of Third Party Software or Web Services Software is to continue to remain in force until the CAO requests a transfer of such license, as referenced in Sections 12(d) and 12(e) of this Agreement, or the CAO determines that such license is no longer needed; and (ii) the Contractor shall provide full cooperation to the CAO, copies of any documentation, and any access to any accounts and corresponding passwords or other **Escrow Information**, in each case, necessary to enable the CAO to assume seamless operation and control of such websites and/or Web Services. In the event that the CAO determines, in its sole discretion, it is necessary to incur additional costs to assume control of a website and/or Web Services due to the actions, inactions, breach or other nonperformance of the Contractor, the Contractor shall be liable for such additional costs. Unless otherwise mutually agreed by the CAO and the Contractor, the Contractor shall secure all licenses of Third-Party Software and Web Services Software in a manner to enable assumption of control of the website(s) and/or Web Services by the CAO at no additional cost.

b) **Mitigation.** If the CAO or the Client determines or reasonably believes at any time that any portion of the Client's website and/or Web 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 diminution 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 within the time frame designated by the CAO. The Contractor shall comply with any directives issued by the Office of Cybersecurity 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.

c) **Root Cause Analysis.** Upon receipt of the Mitigation Notice, whether the cause of such issue is immediately identified and cured by the Contractor, the Contractor shall immediately conduct an analysis to identify the root cause (a "**Root Cause Analysis**"). In conducting a Root Cause Analysis, the Contractor shall: (A) identify the root cause of such issue; (B) identify and implement the procedures necessary to correct the issue (and to the best extent possible, reduce

the risk of it reoccurring in the future); and (C) provide the CAO and the Client with a report detailing the findings and procedures identified and implemented under (A) and (B) above. The Contractor shall provide the report identified in (C) within a time period specified by the CAO, which shall be communicated to the Contractor after the issuance of the Mitigation Notice.

d) Malicious Software. The Contractor acknowledges and understands that it is responsible for preventing any malicious software from being in a Client's website or on any server or application associated with the website.

e) Patching. It is the responsibility of the Contractor to ensure that all required patches are installed on: (A) Contractor's Web Services Software and (B) Third Party Software used by the Contractor to develop or operate the web services and products provided by the Contractor to the Client (or incorporated in any Work Product). Unless the requirements specified in Section 13(a) require a more stringent standard, or the CAO grants an extension, the Contractor must comply with requirements set forth in Section 11(a) of the *Vendor Management Level of Web Service Standards*.

f) Destruction of Work Product. If the CAO: (i) assumes control of a website pursuant to Section 10(a); and (ii) determines (and so notifies the Contractor) that it would be in the best interests of the House for the Contractor to destroy any Work Product of that Client that is in the possession or control of the Contractor, then the Contractor shall destroy such Work Product no later than thirty (30) calendar days from receiving a notification from the CAO.

g) Information Technology Disaster Recovery.

i) Back-up Procedures. The Contractor shall ensure appropriate back-up procedures are in place to minimize any damage that might result from: (1) loss of data, (2) website breach, or (3) diminutive failure. At a minimum, if the Contractor is using a Non-House Hosted Platform, the CAO shall receive from the Contractor at such times required by the Office of Cybersecurity, a complete backup or system image of the Website that shall include a: (i) full, readable, usable database dump (or backup) where the relationships between each data item are preserved; (ii) all Client Data and Work Products that include any static files (including HTML, XHTML, PDF, graphics, or Flash files) used on the site; (iii) any Web Services Software used by the Contractor in connection with the performance of the Web Services; and (iv) Web Services Software licensing information and any other such Escrow Information (to include login and passwords) as agreed upon between the Contractor and the CAO —and only to the extent possible— that allows the CAO to use in the continued performance of the Web Services in the event of the occurrence of (1) through (3) above, or any such event as outlined in Section 10(a) or Section 30 of this Agreement.

ii) Disaster Recovery Program. The CAO reserves the right to test the Contractor's capability to perform adequate Disaster Recovery (DR), and to have the Contractor participate in the CAO's Information Technology Disaster Recovery (ITDR) Program, which requires that the Contractor (regardless of its hosting platform): (i) provide a complete Information System Contingency Plan (ISCP) documentation to the Information Technology Disaster Recovery (ITDR) Office for review and assessment utilizing the ISCP template provided by the ITDR Office, and by agreed upon timeframes; (ii) participate in an orientation with the ITDR Office each Term of Congress to establish the agreed upon time frames for the mandatory documentation; (iii) complete or participate in a DR exercise no less than annually; and (iv) the ITDR Office shall serve as an advisor to the Contractor for purposes of successfully

completing a DR Program. Such documentation provided to the ITDR Office by the Contractor shall include (but is not limited to): (1) an Information System Contingency Plan (ISCP) that is compliant with the *NIST Special Publication 800-34, Revision 1, Contingency Planning Guide for Federal Information Systems* (NIST SP 800-34 Rev. 1) or any successor document; (2) an Annual Exercise Plan; (3) an After-Action Report; and (4) a Corrective Actions status report; (5) any other documentation requested by the House or provided by the Contractor that may be associated with Information Technology Disaster Recovery.

iii) **Disaster Recovery Exercise.** The Contractor shall be an active participant in the CAO's annual DR exercise by providing all required documentation to the ITDR Office that shall focus on, but is not limited to, the Contractor's validation of: (i) website access, (ii) functionality and availability. (iii) code and database integrity, and (iv) the time that the site was fully restored after the test. The Contractor shall provide an After-Action Report (AAR) to the ITDR Office after every exercise utilizing the AAR template provided by the ITDR Office.

h) **CAPTCHA.** If the Contractor is hosting the website, the Contractor is accountable for the security of each webform that is on the site, whether the Contractor has personally implemented the webform or not. The Contractor shall ensure that "Completely Automated Public Turing test to tell Computers and Humans Apart" (CAPTCHA) is properly implemented on each form as required to prohibit House email from being overwhelmed with spam or bots. In accordance with Item 26 of *The United States House of Representatives Technical Standard – Web Site Developers* (7.12.1), the Contractor should implement a CAPTCHA solution to protect webform submissions. It is encouraged that the Contractor implement CAPTCHA in a way that is compatible with mobile devices.

i) **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 Technical Point of Contact and simultaneously, the Office of Cybersecurity at SOC@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 the House of a security incident shall 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 shall cooperate with the 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 the 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 (or initiated) by the Contractor relating to a suspected or actual breach. The House shall also, pursuant to such an investigation, have access to 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 the House.

11) TERMINATION

a) **Termination by the CAO.** The CAO may terminate this Agreement and shall provide written notice to the Contractor of such termination: (i) in the event of a breach by the Contractor, (ii) in the event of an assumption of the Client's website(s) and/or Web Services by the CAO under this Agreement, or (iii) at any time at the discretion of the CAO.

b) **Automatic Termination of Client Work Orders and Integrated Agreements.** Any and all Client Work Orders and Integrated Agreements shall automatically terminate without notice upon the following, whichever date is earlier:

i) the termination of this Agreement (unless the CAO gives the Contractor the option to sign a subsequent Master Web Services Agreement in accordance with Section 26(b) of this Agreement);

ii) the completion of the congressional term in which the Effective Date of the Client Work Order occurs; or

iii) the expiration of the term (whether by completion of such term, resignation, death or otherwise) of the following Member individual who represents the Client or is the Client:

A. a Member,

B. a chair of a House committee who no longer serves as its chair,

C. a ranking Member of a House committee minority office who no longer serves as its ranking Member, or

D. a leader of a leadership office who no longer serves as its leader.

c) **Termination by Client of Client Work Order.** The Client may terminate an Integrated Agreement, and all associated Client Work Orders, immediately upon written notice to the Contractor: (i) in the event that the Contractor is in breach of such Integrated Agreement or any associated Client Work Orders, or (ii) at any time in the discretion of the Client. In the event of a termination under this Section 11(c), the Contractor: (i) shall (within 3 Business Days) notify the CAO of the termination of the Client Work Order and/or Integrated Agreement; (ii) 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; and (iii) shall (within 30 calendar days) deliver to the Client all relevant Work Product that exists on the effective termination date. It is recommended for a Client to terminate with thirty (30) calendar days' prior written notice to the CAO at webvendorsupport@mail.house.gov and to the Contractor.

d) **Automatic Expiration of Integrated Agreements upon Completion of Web Services.** The associated Integrated Agreement shall automatically expire upon completion of the Web Services (as determined by the Client and/or the Technology Point of Contact) set forth in each Client Work Order.

e) **Automatic Termination of Idle Contractors.** If, during any consecutive twelve (12) month period after the execution date of this Agreement, the Contractor does not have any fully executed Client Work Orders, this Agreement shall automatically terminate without written notice.

f) **Close-Out Services.** Upon: (i) the termination of the Agreement by the House, (ii) the expiration or termination of a Client Work Order, or (iii) a request from the House or the Client, the Contractor shall provide a copy of the website for conversion to another website CMS provided by a different Contractor or House Web Services. Each copy shall follow the format guidelines specified in the *Web Systems Branch Requirements for Formatting Archived Websites*. As outlined in Section 9(d) the Contractor shall erase or destroy all Client Data in the Contractor's possession ~~iervices~~ using available sanitization services. The Contractor must provide a final report to the CAO stating that they no longer have possession of client data.

g) **Congressional Transition Services.** If requested by the CAO or Client, a Contractor that hosts the website of: (i) a departing Member; (ii) a House committee whose chairman is departing; (iii) a House committee minority office whose ranking member is departing; and/or (iv) a leadership office whose hosting Member is leaving his or her post in such leadership office shall provide a copy of each such website to the Client within the specified timeframe by the CAO or Client, but no more than thirty (30) calendar days after the Member's departure from or transition within the House. The Contractor shall provide a copy of each such website at no additional cost to the CAO or to the Client and the copy shall follow the format guidelines specified in *Web Systems Branch Requirements for Formatting Archived Websites*. Additionally, the Contractor shall erase or destroy all Member data in the Contractor's possession no later than thirty (30) calendar days following the Member's departure from the House.

The Contractor shall be responsible for any additional services as required by Committee on House Administration Transition Policies.

12) TRANSFER SERVICES

a) **Transfer Services.** Upon: (i) the expiration or termination of any Client Work Order or associated Integrated Agreement, (ii) the expiration or termination of this Agreement, (iii) the assumption of the Client's website(s) and/or Web Services in accordance with this Agreement, or (iv) the request of the CAO or the Client at any time, the Contractor shall provide any reasonable cooperation requested by the CAO or the Client that may be required to facilitate the transfer of the affected Web Services ("**Transfer Services**") to the CAO, the Client or a third-party service provider.

b) **Departing and Transitioning Members.** If requested by the CAO or Client, the Contractor that hosts the website of: (i) a departing Member; (ii) a House committee whose chairman is departing; (iii) a House committee minority office whose ranking member is departing; and/or (iv) a leadership office whose hosting Member is leaving his or her post in such leadership office, shall provide a copy of each such website to the Client within the specified timeframe by the CAO or Client, but no more than thirty (30) calendar days after the Member's departure from or transition within the House. The Contractor shall provide a copy of each such website at no additional cost to the CAO or to the Client and the copy shall follow the format guidelines specified in *Web Systems Branch Requirements for Formatting Archived Websites*. Additionally, the Contractor shall erase or destroy all Member data in the Contractor's possession no later than thirty (30) calendar days following the Member's departure from the House. The Contractor must provide a final report to the CAO stating that they no longer have possession of client data.

c) **Copies of Websites.** Upon: (i) the expiration or termination of a Client Work Order, and (ii) the request of the CAO or the Client at any time, the Contractor shall provide a copy of all websites developed, maintained or otherwise serviced by the Contractor for the applicable Client at no additional cost to the CAO or to the Client. The Contractor shall provide a copy of the website(s) within five (5) business days from the date of the written request, expiration or termination. Each copy shall follow the format guidelines specified in the *Web Systems Branch Requirements for Formatting Archived Websites*. Contractor must send an email to Vendor Management to confirm receipt of the website copy and they are satisfied with its contents.

d) **Transfer of Web Services Software.** With respect to any Web Services Software used by the Contractor in connection with the performance of the Web Services that are subject to Transfer Services, the Contractor shall license such Web Services Software to the Client for use in the continued performance of the Web Services at no cost to the Client, the House, or the CAO.

e) **Transfer of Third Party Software.** With respect to Third Party Software used by the Contractor in connection with the performance of the Web Services that are subject to Transfer Services, the Contractor shall, on the request of the CAO, 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 this Agreement, 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 Web Services.** The Contractor acknowledges that the provision of Web 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 expiration or termination of this Agreement; (iii) the assumption of the Client's website(s) and/or Web Services in accordance with this Agreement, (iv) a request for Transfer Services, or (v) 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 referenced in Section 6(g) of this Agreement; and (B) the Contractor shall continue to make the Client's website(s) available on the Internet or the Intranet (including implementation of all patches, upgrades and replacements required by Section 13(a)(iv) of this Agreement), and in the case of (i), (ii), (iii) and (iv), make such website(s) available on the Internet and or Intranet until copies are available to replace those hosted or operated by the Contractor. If applicable, the Client shall continue to be responsible for ongoing support fees that were in effect before the termination or

completion of a Client Work Order and the Contractor may continue to bill the Client notwithstanding Section 6(a)(i) of this Agreement.

g) If the Client receives services from the Contractor pursuant to Section 12(f) of this Agreement without providing the payments specified in Section 12(f)(A), and the Contractor has made appropriate requests for payment, the Contractor may request that the CAO use its good offices (i.e., through informal mediation/conciliation/intervention) to help resolve the situation. If the CAO chooses to act on the Contractor's request, the CAO may use its good offices and/or, at its discretion, refer the matter to the Committee on House Administration. The Committee may grant such relief as it deems appropriate, including, but not limited to, relieving the Contractor of its responsibility to continue to make the website available.

13) STANDARDS

a) **General.** The Contractor and its officers, employees and agents, and all Work Product provided to the Client or the CAO 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 this Agreement, 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) *Vendor Management Level of Web Service Standards*;

iv) *United States House of Representatives Technical Standard – Web Site Developers* (7.12.1) and any other policies, publications, standards, or directives issued by the Office of Cybersecurity;

v) [reserved];

vi) accessibility standards listed in 34 C.F.R. §1194 issued pursuant to §508 of the Rehabilitation Act of 1973;

vii) *United States House of Representatives Information* Technology *Policy for Official Domain Names (House IT Policy 003.0)* and any other House IT policies;

viii) [reserved];

ix) Web Systems Requirements for Formatting Archived Websites;

x) the World Wide Web Consortium's *Web Content Accessibility Guidelines 2.1* (Level AA), the World Wide Web Consortium's *Authoring Tool Accessibility Guidelines 1.0* (Priority 2), and the World Wide Web Consortium's *HTML5 Recommendation,* or any subsequent replacements of the aforementioned standards by the World Wide Web Consortium; and

xi) Congressional Transition and any other applicable policies or regulations issued by the Committee on House Administration.

b) **Changes in Standards Issued by the CAO.** The CAO shall provide reasonable notice to the Contractor of changes in the standards that are issued by the CAO listed in this Section 13 (or elsewhere in this Agreement), except for changes the CAO's Chief Information Security Officer shall make in exigent circumstances. Changes in the standards that are issued by the CAO listed in this Section 13 (or elsewhere in this Agreement) shall take effect immediately or as they themselves provide. Changes made by the CAO's Chief Information Office of Cybersecurity made in exigent circumstances shall take effect immediately and the CAO shall provide reasonable notice to the Contractor of those changes after they take effect.

14) CONFIDENTIALITY

a) **Confidential Information.** During the term of this Agreement, the Contractor shall not disclose any "Confidential Information" obtained from the Client, the CAO or the House or in connection with delivery of the Web Services to any other person or entity. As used herein, "Confidential Information" means: (i) all information related to this Agreement, each Client Work Order, the Client, the CAO or the House, all Client Data, and all information collected, processed or otherwise accessed by the Contractor in performing under this Agreement, and any data or information collected in connection with delivery of the Web 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 Client, the CAO or the House. 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 the Contractor, the CAO or the Client, but only to the extent of such requirement (in which case the Contractor shall: (1) give prompt notice to the CAO 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 CAO and the Client to take any appropriate action in order to limit such required disclosure and (2) provide all reasonable cooperation to the CAO and the Client in connection with any such action).

b) **Non-Use and Non-Disclosure of Confidential Information.** The Contractor shall not, except as required by judicial order or governmental laws or regulations, during or subsequent to the term of this Agreement: (i) use Confidential Information for any purpose whatsoever other than the performance of the Contractor in providing the Web Services, or (ii) disclose Confidential Information to any third party. It is understood that Confidential Information shall remain the sole property of the Client or the CAO, whichever is applicable. The Contractor shall take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information. To the extent the Contractor feels it needs to disclose Confidential Information, it may do so only after obtaining written authorization from the Client and/or the CAO, whichever is applicable. The Contractor shall notify the CAO and the Client immediately in the event of any loss of or unauthorized access to Confidential Information, Contractor shall use all reasonable efforts to mitigate the effect of such loss and to recover all Confidential Information.

c) **Constitutional Protection Against Compelled Disclosure.** Contractor understands that Confidential Information obtained from the Client, the CAO, or the House may include information, documents, legislation, and correspondence protected absolutely from compelled disclosure by the U.S. Constitution's Speech or Debate Clause, U.S. Const. Art. I, §6, cl. 1. In the event that Contractor receives any request of any third party, private party, governmental agency, or regulatory body (including but not limited to subpoenas, warrants, or court orders) ("Request")

for disclosure of Confidential Information, Contractor shall notify the Client, CAO, and the U.S. House of Representatives Office of General Counsel by phone (202-225-9700) and email (ogc@mail.house.gov) within three (3) Business Days upon receipt of the Request (providing such notice is not prohibited by applicable law). Regardless of whether the issuer of the Request contends that such notification is prohibited by law, Contractor shall also immediately notify the issuer of the Request that the requested Confidential Information may be absolutely protected from compelled disclosure by the U.S. Constitution's Speech or Debate Clause, U.S. Const. Art. I, §6, cl. 1, and that the issuer shall immediately contact the U.S. House of Representatives, Office of General Counsel (202-225-9700/ ogc@mail.house.gov).

d) Return of Confidential Information. Upon the request of the Client or the CAO, or in any event promptly upon the termination of this Agreement and/or, as applicable, the expiration or termination of a Client Work Order, all Confidential Information made available hereunder, including copies thereof, shall be returned or, if directed or permitted by the Client or the CAO, destroyed, and the Contractor shall certify that it does not retain such Confidential Information.

15) REMEDIES

a) General. If the Contractor fails to: (i) comply with this Agreement, (ii) comply with a Client Work Order, (iii) comply with policies, rules and regulations of the House, or (iv) take the necessary action to ensure future performance in compliance with any of the foregoing, the CAO or the Client may, in addition to any other remedies specified elsewhere herein or available under applicable law, delay, or deny payment in accordance with this Agreement. The CAO may also require the Contractor to compensate the Client or the CAO for any costs incurred by the CAO or the Client in ensuring that the work is performed in compliance with this Agreement, either by requiring the Contractor to arrange for a replacement of the Contractor to perform the services at no cost to the CAO or the Client, or by acquiring such services from another Contractor in compliance with this Agreement and charging the difference in cost to the Contractor.

b) [reserved]

c) Certain Uncontrollable Events. Notwithstanding any of the foregoing statements in this Section 15, a party shall not be liable for damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control (but excluding delays caused by employees, agents or subcontractors of the Contractor), including a lapse in funding of appropriations for the House.

d) Additional Remedies. If the CAO determines that the Contractor has not complied with any of the standards set forth in Section 15(a)(i), (ii), (iii) or (iv), the CAO may, in addition to any other remedies specified herein or available under applicable law:

i) prohibit or otherwise limit the Contractor from soliciting or providing web services to any additional clients at the House outside of the Contractor's existing Clients for web services;

ii) prohibit or otherwise limit the Contractor from marketing or demonstrating web services and products to any additional clients at the House outside of the Contractor's existing Clients for web services;

iii) disqualify the Contractor temporarily from future contracts with the House relating to web services or non-web 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 web services or non-web 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*.

e) **Extension of Remedies.** If the CAO determines that is in the best interests of the House, the CAO may continue to apply any remedies referred to in this Agreement, whether or not the Noncompliance has been cured.

f) **Assumption of Control Remedies.** In addition to any other remedies provided in this Agreement, if the CAO assumes control of a website pursuant to Section 10(a) of this Agreement, the House may charge the Contractor a service fee of twice the daily billed amount to the Client for the applicable services(s) provided, multiplied by the number of calendar days of service disruption.

16) MANAGEMENT OF CONTRACTOR PERSONNEL

The Contractor, its officers, employees, and agents shall: (a) comply with *The Vendor Management Policy for Management of Contractor Access to House Resources*, including any updates thereto during the term of this Agreement; and (b) provide primary and backup technical points of contact to the CAO.

17) INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the CAO, the Client, the House, and the officers, employees and agents of the CAO, the Client and the House, from and against any and all lawsuits, claims, damages, losses, liabilities, and expenses, including court costs and reasonable fees and expenses of attorneys and other professionals (collectively, "**Losses**"), including any Losses arising out of or resulting from: (a) any third party claim against the CAO and/or the Client and/or the House for patent, copyright, trademark, or other intellectual property right infringement; (b) any action by a third party that is based on any negligent act or omission or willful conduct of the Contractor or officers, employees or agents of the Contractor and which results in: (i) any bodily injury, sickness, disease, or death; (ii) any injury or destruction to tangible or intangible property; or (iii) any violation of any statute, ordinance, or regulation; and (c) any breach or alleged breach by the Contractor of this Agreement.

18) INSURANCE AND GOVERNMENT LIABILITY

The CAO strongly recommends that the Contractor carries and maintains workers' compensation coverage and general liability insurance. Consistent with the Federal Tort Claims Act (28 U.S.C. § 2671, *et seq*.), the CAO, the Client or the House shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence or a wrongful act or omission on the part of the CAO or the Client.

19) COMMUNICATIONS

a) **Notices.** Unless otherwise specified in this Agreement, any notices in connection with this Agreement may be given by either party to the other by personal delivery, e-mail, or facsimile. Notices shall be deemed communicated as of actual receipt. A party may change its name, e-mail, phone, or facsimile under this Section 19(a) by giving written notice thereof to the other party at least five (5) Business Days before such change takes place, in conformity with the foregoing.

b) **Reports.** In addition to such other reports as may be required by this Agreement, or by any document incorporated by reference into this Agreement, at the request of the CAO, the Contractor shall provide such reports as the CAO may designate, by the due dates specified by the CAO.

c) **CAO Support Email Mailboxes.** The CAO has established the webvendorsupport@mail.house.gov mailbox. The Contractor should direct such correspondence, general inquiries, and support requests that are in connection with the Master Web Services Agreement.

20) ADVERTISING AND PUBLICITY

a) **Pre-Publication Submission.** All marketing information, including all prices, shall be posted to HouseNet (upon approval) for Member, Committee, Leadership and other office review and consideration. Simplicity and brevity are very important. The Contractor agrees to submit to the CAO any proposed Mass Distribution Publication related to the provision of Web Services under this Agreement at least three (3) Business Days prior to distribution. Under no circumstances shall the Contractor advertise about its work concerning individual House offices, or the U.S. House of Representatives in general.

b) **Prohibited Communications.** The Contractor agrees that any Mass Distribution Publication shall not include any false statements.

c) **House Seal.** The Contractor shall not use the House Seal under any circumstances in any of its materials.

21) NON-WAIVER AND SEVERABILITY

The failure by one party to require performance of any provisions shall not affect the party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default of a waiver of the provision itself. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, such term or provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of this Agreement (or any associated Client Work Orders).

22) ASSIGNMENT AND CHANGE OF CONTROL

a) **Assignment.** The Contractor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests, or obligations under this Agreement without the prior written consent of the CAO and the Client.

b) **Change in Control.** Without limiting the foregoing in Section 22(a), the Contractor shall provide thirty (30) calendar days prior written notice to the Client and the CAO in the event of any sale to a third party of: (i) all or substantially all of the assets of the Contractor or its successors or assigns, or (ii) sufficient stock of the Contractor to its successors to effect a change in control of the Contractor or its successors or assigns.

c) **Successor Contractors.** If the Contractor was, or becomes during the term of this Agreement, a buyer, transferee or something similar of any part of the web operations of a previous or existing Contractor of the House for websites that has signed a Master Web Services Agreement, the Contractor agrees to inherit the liability for any remedy that the previous Contractor was subject to under that certain Master Web Services Agreement (whether or not that such Master Web Services Agreement has expired).

23) SUBCONTRACTORS

The Contractor shall not engage a subcontractor for the purposes of delivering Web Services to the Client without the prior written consent of the CAO and the Client. If the CAO makes a recommendation to the Contractor to obtain a subcontractor to perform Website Maintenance or Website Hosting, the Contractor may only utilize a subcontractor that is a separately authorized Contractor under the Master Web Services Agreement. In such cases, the Contractor shall still be required to obtain written consent from the CAO and the Client prior to engaging the subcontractor.

24) CONSTRUCTION

The section headings used in this Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof. Unless the clear meaning requires otherwise, words of feminine, masculine, or neuter gender include all other genders, and wherever appropriate, words in the singular include the plural and vice versa.

25) COUNTERPARTS

This Agreement may be executed in counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

26) SURVIVAL

a) **General.** Provisions in this Agreement regarding payment, termination, limitations of liability, confidentiality, severability and waivers, and any other provision that by its nature should survive, shall survive upon expiration or termination of this Agreement.

b) **Client Work Orders.**

i) In the event of the termination of this Agreement, as referenced in Section 11(a) of this Agreement, any and all Client Work Orders between the Contractor and a Client shall automatically terminate without notice, unless, at the time of or prior to such termination, the CAO gives the Contractor written notice of an option to sign a subsequent Master Web Services Agreement within a specified timeframe, which shall be set forth in the written notice.

ii) If the Contractor does not sign a subsequent Master Web Services Agreement with the CAO under the option referred to in Section 26(b)(i) of this Agreement, any and all Client Work Orders between the Contractor and any Client shall automatically terminate without notice at the end of the last day of the specified timeframe.

27) ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement and understanding of the parties and supersedes all previous versions of this Agreement, prior agreements, and understandings, both written and oral, among the parties with respect to the subject matter hereof. The parties acknowledge and agree that each Integrated Agreement shall constitute a separate agreement among the parties and the applicable Client.

28) GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with Federal law and with the rules and regulations of the House. The parties hereby consent to the exclusive jurisdiction of the Federal courts located in the District of Columbia, and expressly waive any objections or defenses based on lack of personal jurisdiction or venue in connection with any dispute arising out of or relating to this Agreement.

29) DEFINITIONS

"**Addendum**" or "**Addenda**" shall have the meaning set forth in Section 4(e) of this Agreement.

"**Agreement**" shall mean this Master Web Services Agreement.

"**Business Day**" or "**Business Days**" shall mean any day other than a Saturday, a Sunday or other day on which the House is required or authorized to be closed.

"**Calendar Day**" or "**Calendar Days**" shall mean any day shown on a calendar to include weekends and holidays. The term "day" shall mean "calendar day" if not specified otherwise.

"**CAO**" shall mean the Office of the Chief Administrative Officer of the House.

"**Client**" shall mean any Member of Congress, House committee, House leadership, House officer, House official or any other House entity authorized by rules and regulations to maintain a House website, that the Contractor may provide Web Services to under a Client Work Order.

"**Client Data**" shall mean all Client data stored, processed or accessed by the Contractor in connection with the provision of Web Services to the Client.

"**Client Work Order**" shall have the meaning set forth in Section 4(a) of this Agreement.

"**Cloud Hosted Platform**" shall mean a web or Cloud Services Provider that is used for the purpose of hosting one or more websites, which stores and processes data outside of the House-controlled network, systems and infrastructure.

"**Cloud Services Provider**" shall mean an on-demand cloud computing service that includes a Platform as a Service (PaaS), Software as a Service (SaaS), and Infrastructure as a Service (IaaS) that may be used by the Contractor on either a paid subscription basis or paid for by the CAO.

"**Container**" or "**Containerized**" or "**Containerization**" shall mean application-based virtualization leveraging environment isolation and adhering to a method of packaging an application with all its dependencies into a single, isolated unit that aligns with the Open Container Initiative (OCI) standard.

"**Container Orchestration Platform**" shall mean a software tool that automates the deployment, scaling, networking, and management of containerized applications.

"**Continuous Monitoring**" shall mean the continuous, twenty-four (24) hours per day, seven (7) days per week (24/7) monitoring of site availability, and security risks or threats on the website, network, and server.

"**Contractor**" shall mean the party that is authorized to provide Web Services to House offices upon execution of this Agreement.

"**Contractor Pre-Existing Rights**" shall mean 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. Additionally, "Contractor Pre-Existing Rights" 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 Master Web Services Agreement.

"**Critical Vulnerability**" shall mean vulnerability once it is either: (i) designated by its author or publisher as "critical", or (ii) designated in writing to the Contractor as having been identified as "critical" by the Office of Cybersecurity or Vendor Management.

"**Departing Office**" shall mean an office where the Member is leaving the House.

"**Effective Date**" shall mean the effective date of this Agreement, as written in the first paragraph of this Agreement.

"**Escrow Information**" shall mean any and all passwords, encryption keys, credentials and associated information necessary to access and control any and all of the operating systems, content management systems, databases and other software on the House Hosted Platform that the Contractor uses, as relating to the provision of Web Services.

"**House Information Security Policy ("HISPOL") 17 Authorized Cloud Service**" shall mean any cloud product that is authorized for use within the U.S. House of Representatives

"**House**" shall mean The U.S. House of Representatives.

"**House Cloud Services Platform**" shall mean the House managed, private cloud, and public FedRAMP authorized hosting solution.

"**House Seal**" shall mean the seal of the U.S. House of Representatives that the Clerk of the House affixes to all writs, warrants and subpoenas issued by order of the House.

"**House Web Services**" shall mean the CAO's House Information Resources House Web Services Directorate.

"**Integrated Agreement**" shall have the meaning set forth in Section 4(a) of this Agreement.

"**Losses**" shall have the meaning set forth in Section 17 of this Agreement.

"**Mass Distribution Publication"** shall mean any advertising and promotional literature, press release, public statement, content in websites and social media of the Contractor relating to the web services provided to the Client and/or the House.

"**Member**" shall mean a representative, delegate or resident commissioner of the House.

"**Mitigation Notice**" shall have the meaning set forth in Section 10(b) of this Agreement.

"**Noncompliance**" shall mean an act —or lack of action— that deviates or does not conform to the standards set forth in this Agreement.

"**Noncompliance Date**" shall have the meaning set forth in Section 8(a)(v) of this Agreement.

"**Non-House Solution**" shall mean any and all Cloud Services Provider products and solutions that stores and processes data outside of the House-controlled network, systems, and infrastructure.

"**Office of Cybersecurity**" shall mean the CAO's Office of Cybersecurity of House Information Resources.

"**Performance Period**" shall mean the term of this Agreement that is monitored by the CAO for the satisfactory delivery of the services that the Contractor provides the Client, which is to be delivered substantially according to the requirements in this Agreement.

"**Published on the Internet**" shall mean available to the public on the internet.

"**Published on the Intranet**" shall mean available to the House community or only on the House internal network.

"**Public Cloud Service Providers**" shall mean authorized commercial IaaS/PaaS FedRAMP platforms as outlined in *J.10M House Information Resources Reimbursement Structure and Information*.

"**Remediation Notice**" shall mean a security-related directive from the Office of Cybersecurity or Contractor Management to the Contractor.

"**Root Cause Analysis**" shall have the meaning set forth in Section 10(c) of this Agreement.

"**Security Policies and Standards**" shall mean the CAO's technical documentation that mandates the required protections concerning Client Data and content, platform, applications, systems and networks.

"**Significant Change**" shall mean certain significant changes and enhancements to the content, design or system architecture of a website, which are listed in item 43 of *The United States House of Representatives Technical Standard – Web Site Developers* (7.12.1), as adopted October 2016 and as updated from time to time during the term of this Agreement).

"**Software**" shall mean: (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 back-ups, modifications, upgrades, updates, additions, expansions, new versions, new releases or other changes to such computer software and/or documentation.

"**Third Party Software**" shall mean Software licensed by Contractor from third parties and used to provide the Web Services or incorporated in any Work Product.

"**Technical Point of Contact**" shall mean the individual within the CAO that is appointed in writing to: (i) ensure and manage Contractor compliance with the requirements insofar as the work under this Agreement is concerned; (ii) advise the CAO of any factors which may cause delays in delivery and/or performance of the work; (iii) conduct or witness the conduct of any inspections or audits; (iv) review and approve invoices; (v) consult House personnel on Contractor Web Services, and (vi) serve as liaison for the CAO concerning Contractor Web Services. As such, this individual is the "CAO Point of Contact" on the Client Work Order for matters related to this Agreement.

"**Transfer Services**" shall have the meaning set forth in Section 12(a) of this Agreement.

"**Vendor Management**" shall mean the CAO's House Information Resources Vendor Management staff.

"**Website Auxiliary Services**" shall mean products and services that are in addition to or supplemental to Web Services. Only services that are in addition to or supplemental to hosting, design, development, maintenance, or content management are within the scope of this Agreement.

"**Web CMS Package**" shall mean a web content management system. This does not have the same meaning as a Correspondence Management System (CMS/CRM) as defined in the House Technology Services Contract.

"**Web Services**" shall mean the Contractor Services outlined in Section 4(a)(i)-(v), namely, website maintenance and hosting, design, development, auxiliary services, and training. Web Services shall not include correspondence/constituent management systems.

"**Web Services Software**" shall mean all Software owned by the Contractor and used to develop or operate the Web 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. Web Services Software shall not include Third Party Software.

"**Work Product**" shall mean any and all deliverables, reports, data, developments, inventions, ideas and discoveries, technology, including patentable and unpatentable inventions, copyrights, test results, testing methods, materials, 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 Web Services. Work Product shall not include Contractor Pre-Existing Rights.

30) BANKRUPTCY

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or e-mail, written notification of the bankruptcy to the CAO. This notification shall be provided within five (5) business days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed and a listing of government contract numbers and contracting offices for all government contracts against which final payment has not been made. This obligation remains in effect until final payment under this Agreement.

31) ESCROW AGREEMENT

Upon the request of the CAO, the Contractor shall cooperate with and sign an escrow agreement with the CAO that provides that the Escrow Information shall 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.

32) DISPUTES

If a Contractor chooses to formally challenge a decision by (or on behalf of) the CAO to delay or deny a request for payment, the Contractor shall use the dispute resolution process set out in the *Procurement Instructions for the U.S. House of Representatives*.

[*Signature page follows*.]

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Master Web Services Agreement to be executed by their duly authorized signatories as of the Effective Date.

CAO:

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

By:

Name:

Title:

CONTRACTOR:

By:

Name:

Title: