

**U.S. HOUSE OF REPRESENTATIVES – STANDARD PURCHASE ORDER TERMS AND CONDITIONS**

The U.S. House of Representatives (the “House”) routinely issues purchase orders to contractors for the provision of goods and services, including equipment. The standard terms and conditions outlined herein are applicable to all purchase orders issued by the House.

1. **Acceptance of Purchase Order Terms and Conditions.** This purchase order expressly limits acceptance of this purchase order to the terms and conditions stated herein. Any additional or different terms and conditions proposed by the Contractor are hereby rejected, unless expressly agreed to by the House in writing. If the Contractor commences shipment of goods or performance of services pursuant to this purchase order, then the Contractor shall be deemed to have agreed to and accepted this order in its entirety, including its terms and conditions as set forth herein.
2. **Availability of Funds.** The House’s obligation under this purchase order is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the House may arise until the funds are made available to the designated Contracting Officer through an Appropriations Act for operations of the House. Issuance of a purchase order to the Contractor bearing the signature of a Contracting Officer shall constitute evidence that such funds are available.
3. **Buy American Act.** Unless otherwise specified in this purchase order, goods and equipment acquired hereunder shall be of the growth and manufacture of the United States, provided such goods and equipment, as measured by cost of components, can be procured upon as good terms as to quality and price as are demanded for like items of foreign growth and manufacture.
  - a. As used in this clause, the following definitions apply:
    1. “Component” means an article, material or supply incorporated directly into an end product.
    2. “Cost of components” means: (1) for components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or (2) for components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in Item a(ii)(1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
    3. “Domestic end product” means: (1) an unmanufactured end product mined or produced in the United States; or (2) an end product manufactured in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds fifty percent (50%) of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected and prepared for processing in the United States is considered domestic.
    4. “End product” means those articles, materials and supplies to be acquired under the purchase order for House use.
    5. “Foreign end product” means an end product other than a domestic end product.
  - b. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the Contractor’s quote (in such case, the delivery shall be approved by the House prior to the issuance of a purchase order).
4. **Title.** The Contractor warrants free and clear title to all goods, equipment and services procured under this purchase order. Unless otherwise specified in this purchase order, title and risk shall transfer to the House upon acceptance.

5. **Inspection and Acceptance.** Inspection of goods, equipment and services to be furnished hereunder shall be performed at the place of performance or delivery destination, in accordance with the provisions specified in this purchase order. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform such inspection. The House has the right either to reject or require correction of non-conforming goods, equipment and services. Goods, equipment and services are non-conforming when they are defective in material or workmanship or are otherwise not in conformance with purchase order requirements, including any applicable instructions, specifications, drawings, data, the Contractor's warranties (express or implied) or any applicable samples provided to the House. Goods and equipment not accepted will be held for the Contractor's instruction at the Contractor's risk and, if the Contractor so instructs, will be returned to the Contractor at the Contractor's expense. Goods are considered accepted as to form, fit and function upon signature of receiver. Equipment (*i.e.*, goods/items with an individual serial number and with each good/item initially valued at five hundred dollars (\$500.00) or higher) is considered accepted upon signature of a completed Equipment Installation Notice ("EIN") form. The EIN form can only be signed by a Member, Committee Chair or Officer and is available on [www.house.gov](http://www.house.gov). Services are considered accepted upon a signed invoice. Payment for any goods, equipment or services hereunder shall not be deemed an acceptance thereof and will not waive any and all claims that the House may have against the Contractor.
6. **Delivery Schedule and Instructions.**
- a. **General.** The Contractor shall strictly adhere to the delivery and completion schedules specified in the purchase order. In doing so, the Contractor should account for the specific delivery-related requirements set forth below, including but not limited to the shipping, delivery and clearance requirements that are applicable to this purchase order. If the Contractor cannot deliver the goods/equipment or perform the services in the time specified in this purchase order, the Contractor must notify the House as soon as practicable prior to the delivery/completion date. Failure to meet delivery/completion dates shall relieve the House of any obligation to accept and pay for any such goods, equipment and/or services at the option of the House and without liability.
  - b. **Shipping.** Contractor packages sent by private shipping companies (*e.g.*, FEDEX, UPS, etc.) must have the following information recorded on or near the shipping label: "U.S. House of Representatives, Purchase Order/Contract Number: (insert number)," along with the recipient's name, office, building, room number and telephone number, if known. For items sent by local shipping companies, all deliveries, unless otherwise stated in this purchase order, shall be considered "Inside Deliveries" and the Contractor will ensure that necessary hand-trucks, tools and personnel are available upon delivery to transport goods to the final destination within the building.
  - c. **Deliveries.** No deliveries will be accepted unless the delivery vehicles have been processed at the U.S. Capitol Police Off-Site Delivery Center. The hours of the U.S. Capitol Police Off-Site Delivery Center are 5:00 a.m. to 7:00 p.m., Mondays through Fridays (Eastern Time), excluding Federal holidays. In order to gain access to the loading docks of the Capitol and the House Office Buildings, the Contractor is required to have a letter on file with the U.S. Capitol Police. The letter must be on company letterhead accompanied by the signature of company's owner, officer or manager. Delivery trucks servicing the Ford House Office Building must not exceed ten (10) feet in height for inside delivery. Requests for access to the U.S. Capitol Complex, including the House Office Buildings, must be renewed every year and should contain the following information: (i) name of company; (ii) name of drivers/employees requiring access; (iii) social security number for each driver/employee; (iv) date of birth for each driver/employee; (v) building(s) to be accessed; and (vi) company contact person and phone number. The information must be provided to: U.S. Capitol Police, Off-Site Delivery Center, 4700 Shepherd Parkway S.W., Washington, D.C. 20032; fax: 202-563-5140. Any questions can be directed to the Off-Site Delivery Center during business hours at 202-224-0202. Additional details may be found at [www.saa.house.gov](http://www.saa.house.gov).
7. **Packaging and Marking.** Preservation, packaging and marking for all items delivered hereunder shall be in accordance with commercial practice, unless otherwise stated in this purchase order, to ensure acceptance by common carrier and safe arrival at destination. All boxes must: (a) include packing slips clearly referencing this purchase order number; (b) be numbered sequentially; (c) indicate the total number of boxes in the shipment (*i.e.*, 1 of 6, 2 of 6, *etc.*); and (d) include a description of the item, part or item number, customer name and customer location.
8. **Variation in Quantity.** Except as otherwise provided in this purchase order, no variation in the quantity of an item, nor any extra items or charges, will be accepted unless agreed to by the Contracting Officer in writing. If the

Contractor delivers quantities in excess of those specified in the purchase order, the House will not be required to make any payment for the excess goods or equipment and may return them to the Contractor at the Contractor's expense.

9. **Excusable Delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without fault or negligence of the Contractor, such as acts of God or the public enemy, acts of the House in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather and delays of common carriers. The Contractor shall (a) notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, (b) remedy the adverse impact of such occurrence with all reasonable dispatch, and (c) promptly give written notice to the Contracting Officer of the cessation of such occurrence.
10. **System for Award Management.** The Contractor shall register or be registered in the System for Award Management ("SAM") database ([www.sam.gov](http://www.sam.gov)) within ninety (90) calendar days from the date of award. The Contractor shall ensure that all information contained in its SAM registration is current, complete and accurate throughout the performance period of this award and until final payment is made by the House. To successfully register in the SAM database, the Contractor must provide its Dun & Bradstreet Data Universal Numbering System ("DUNS") number or DUNS+4 number. The Contractor must also provide its Taxpayer Identification Number, as validated by the Internal Revenue Service. Unless the Contractor's SAM registration is marked "Active," the registration requirement is not met. Not applicable to Independent Contractors. The Contracting Officer may waive this requirement in writing only.
11. **Invoicing and Payment.**
  - a. **Invoices.** Invoices for goods, equipment and services shall be submitted by e-mail or facsimile to the point of contact specified in this purchase order. For services and goods (other than equipment), any cash discount period will be computed from the date the invoice is received. For equipment, any cash discount period will be computed from the date/time stamped on the EIN form. All invoices must include the purchase order number, equipment serial number, item number, unit price, extended item price and invoice total amount, if applicable.
  - b. **FOB Destination.** All supplies shall be delivered to the destination consignee's warehouse unloading platform, receiving dock or specified delivery point at the Contractor's expense. The House shall not be liable for any delivery, storage, demurrage or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the House acting in its contractual capacity.
  - c. **Electronic Funds Transfer.** To enable the House to send payments electronically to the Contractor's financial institution, the Contractor must first complete an Electronic Funds Transfer ("EFT") enrollment form to provide a signature and certain information regarding the financial institution. Please visit the House's website at [www.house.gov](http://www.house.gov) for appropriate forms or call the EFT Help Line at 202-226-2277.
  - d. **Equipment Installation Notice.** No payment for equipment (*i.e.*, goods/items with a serial number) will be made until an EIN form, complete with serial numbers, or other commonly used Product Identification Numbers of delivered equipment, maintenance information and signature of the Member, Chairperson or Officer in the office receiving the equipment, is provided to the CAO Central Receiving. The installation date, warranty period and maintenance start date, if applicable, will commence on the CAO time stamp date which appears on the EIN form, regardless of the actual installation date.
  - e. **Taxes.** The House is exempt from all direct taxes, including any sales and use taxes.
  - f. **Overpayment.** If the Contractor becomes aware of a duplicate invoice or has knowledge that the House has otherwise overpaid an invoice amount, the Contractor shall:
    1. Remit the overpayment amount to the payment office cited on the order along with a description of the overpayment including: (A) the circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors) and date(s) of overpayment; (B) task order number, purchase order number or contract number, if applicable; (C) line item number, if applicable; and (D) Contractor point of contact; and

2. Provide a copy of the remittance and supporting documentation to the Contracting Officer.

**12. Warranties and Representations.**

- a. General. The Contractor represents and warrants that it is not currently suspended, debarred or proposed for debarment by any Federal, state or local governmental entity, or otherwise listed as an excluded party in SAM ([www.sam.gov/portal/public/SAM/](http://www.sam.gov/portal/public/SAM/)).
- b. Newly Manufactured Goods and Equipment. Unless this purchase order specifies otherwise, the Contractor warrants that all goods and equipment provided are new. Used or reconditioned goods and equipment are prohibited, unless otherwise specified. If the Contractor believes that furnishing other than new material will be in the House's interest, the Contractor shall so notify the House in writing prior to delivery, specify the price reduction proposed and request authority to deliver such material.
- c. Goods, Equipment and Services. The Contractor warrants that the goods, equipment and services will be free from defects in materials and workmanship for a minimum of ninety (90) calendar days, as follows: (i) after completion of performance of services; (ii) after acceptance of goods, unless a longer warranty period is provided by the manufacturer or by law, in which case the longer warranty period will apply; and/or (iii) from the date that the EIN form is date-stamped by CAO Central Receiving for equipment, unless a longer warranty period is provided by the manufacturer or by law, in which case the longer warranty period will apply. Should the Contractor's goods, equipment or services prove to be defective within said applicable warranty period, the Contractor shall promptly replace or repair said goods or equipment or correct such services in accordance with the requirements of this purchase order, upon receipt of written notice from the House and without cost to the House. If such goods, equipment or services cannot be brought into compliance with this purchase order in a timely manner, as determined by the House, the House may require a refund, in whole or in part, from the Contractor.
- d. Software. For the delivery of commercial software (*i.e.*, software that has been sold, leased or licensed to the general public), the Contractor warrants that such software will perform in accordance with the software license and accompanying documentation (*e.g.*, nonproprietary manuals and other materials). The Contractor further warrants that the commercial or proprietary software delivered under this purchase order will be free, at the time of delivery, of harmful code (*i.e.*, computer viruses, worms, trap doors, time bombs, disabling code or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data or software).
- e. Intellectual Property. The Contractor warrants that the goods, equipment and services furnished under this purchase order will not infringe or violate any U.S. intellectual property right, including without limitation, rights in trade secrets, copyrights and U.S. patents.
- f. Compliance. The Contractor warrants and certifies that the goods and equipment delivered and the services performed under this purchase order have been produced or furnished in full and complete compliance with all applicable laws and regulations.

**13. Limitation of Liabilities.**

- a. Laws and Regulations. The Contractor agrees to defend, indemnify and hold harmless the House from any and all liabilities, claims, fines and penalties, including reasonable costs and settlements, which may arise out of the delivery by the Contractor of goods, equipment and/or services which do not meet the requirements of applicable laws or regulations.
- b. Injury or Damage. Consistent with the Federal Tort Claims Act (28 U.S.C. § 2671, et seq.), 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 House. In no event will the House be liable for consequential, special, indirect, incidental, special or punitive damages, or any loss of revenue, profit, business, savings or goodwill, regardless of the form of action or theory of recovery, even if notification has been given as to the possibility of such damages.

- c. **Risk of Loss or Damage.** The Contractor assumes all risk of loss of or damage to any property of the House (except for House Information, as defined below in this purchase order) entrusted to the Contractor while in the Contractor's possession or otherwise under the Contractor's control. Risk of loss to the goods (not equipment) provided under this purchase order shall pass upon delivery at destination indicated in this purchase order. Risk of loss to equipment provided under this purchase order shall pass as of the date that the EIN form is date-stamped by CAO Central Receiving. In the event of loss or irreparable damage, the Contractor shall promptly reimburse the House for the value of the property. Any other damage shall be promptly repaired by the Contractor at the Contractor's expense.
- d. **Indemnification.** To the maximum extent permitted by law and except to the extent caused by negligence of the House, the Contractor shall, at its expense, indemnify, defend with counsel reasonably approved by the House and hold harmless the House, its members, employees and agents, from and against any losses, liabilities, damages, penalties, costs, obligations, fees, including without limitation reasonable attorneys' fees, and expenses from any third party claim, action, suit or judgment to the extent caused by or arising from: (i) the negligent acts or negligent omissions or willful misconduct of the Contractor, its officers, employees, agents or subcontractors for property damage, personal injury or death; (ii) the failure of goods/equipment/services delivered/performed under this Contract to meet the requirements of applicable laws or regulations; (iii) the infringement or violation of any U.S. or foreign intellectual property right, including without limitation rights in trade secrets, trademarks, copyrights and patents, by any good/equipment/service provided hereunder; and (iv) a breach or alleged breach of its obligations to maintain the confidentiality of House Information and information security requirements set forth in this Contract. The House shall promptly give the Contractor notice of such claim and shall cooperate in the defense of such claims at the Contractor's expense. The disclaimers of certain damages and damages limitations in paragraph (c) above shall not apply to damages, expenses, losses, fees, liabilities, costs or other amounts arising from the Contractor's indemnification obligations under this Contract.

#### 14. **Termination for the Convenience of the House.**

- a. **Notice of Termination.** The House may terminate, in whole or in part, the performance of work under this purchase order for its convenience at any time by providing written notice to the Contractor ("Notice of Termination"). After receipt of a Notice of Termination, and except as directed by the House, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall: (i) stop work as specified in the Notice of Termination; (ii) place no further subcontracts or orders for goods, equipment or services, except as necessary to complete any continuing portion of this purchase order; (iii) terminate all subcontracts and orders to the extent they relate to the work terminated; (iv) settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders; and (v) diligently continue to perform any work not terminated.
- b. **Payments.** Unless otherwise set forth in this purchase order, if the Contractor and the House fail to agree on the amount to be paid because of the termination for convenience, the House will pay the Contractor the percentage of the purchase order price reflecting the percentage of the work performed prior to the Notice of Termination, plus reasonable termination-related charges the Contractor can demonstrate to the satisfaction of the Contracting Officer using the Contractor's standard record keeping system. The Contractor will use generally accepted accounting principles that are in accordance with auditing standards promulgated by the International Accounting Standards Board, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to or determined under this clause. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

- 15. **Termination for Default/Cause.** The House may, with written notice of default to the Contractor, terminate this purchase order in whole or in part for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any purchase order term or condition, or fails to provide the House, upon request, with adequate assurances of future performance. In the event of termination for cause, the House shall not be liable to the Contractor for any amount of goods or services not accepted, and the Contractor shall be liable to the House for any and all rights and remedies provided by law. Generally, after the written notice and prior to terminating this purchase order for default, the House will provide the Contractor five (5) calendar days to cure the defective performance; however, if the defective performance results in a breach of information security, substantial harm to the House, or a failure to meet the delivery schedule, the House reserves the right to immediately terminate this purchase order for default, without providing the Contractor a cure period. The Contractor shall diligently continue to perform the work not terminated. If

it is determined that the House improperly terminated this purchase for default/cause, such termination shall be deemed a termination for convenience. All disputes arising under or related to this purchase order shall be resolved under the provisions of this purchase order and the procedures set forth in the “Disputes” section in the *Procurement Instructions for the U.S. House of Representatives*, which shall be provided upon request.

16. **Covenant against Gratuities.** The Contractor warrants that no gratuities (including entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any Member, Resident Commissioner, Delegate, House Officer or employee of the House with the intent of securing this purchase order or securing favorable treatment with respect to any determinations concerning the performance of this purchase order. This purchase order may be immediately terminated for default if it is determined by the House that a gratuity was offered or given to any Member, Resident Commissioner, Delegate, House Officer or employee of the House with the intention of securing this purchase order or securing favorable treatment under this purchase order. No Member, Resident Commissioner, Delegate, House Officer, or employee of the House shall share any personal benefit of this purchase order.
17. **Assignment.** This purchase order and the rights, interests and obligations of the Contractor hereunder shall not be assigned by the Contractor without the Contracting Officer’s prior written consent.
18. **Waiver of Rights.** Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any other default.
19. **Changes.** This purchase order constitutes the entire purchase order and understanding of the parties and supersedes all previous versions of this purchase order, both written and oral, among the parties with respect to the subject matter hereof. No amendment, change or modification to this purchase order shall be effective or enforceable unless it is in writing and signed by the Contracting Officer. Each shipment received by the House from the Contractor and all services performed by the Contractor shall be deemed to be only upon the written terms and conditions contained herein regardless of any contrary or additional provisions contained in any acknowledgement, invoice or other form of the Contractor and notwithstanding the House’s act of accepting or paying for any shipment or performance, or similar act of the House.
20. **Advertising/Promotional Materials.** The Contractor agrees to submit any proposed advertising, announcement and/or promotional copy connected in any manner with this purchase order and/or the House or Capitol to the Contracting Officer for approval. No news releases, press conferences or advertisements to be issued by the Contractor pertaining to this purchase order or mention of the House as a customer shall be made without prior written approval of the Contracting Officer. This restriction applies to all media, including corporate and social web sites. The Contractor shall not use the House Seal under any circumstances in any of its materials.
21. **Conflict.**
  - a. **Organizational Conflicts of Interest.** An organizational conflict of interest exists when the Contractor’s activities or relationships with other persons, corporations and/or entities render the Contractor unable or potentially unable to provide impartial assistance or advice to the House, or the Contractor’s objectivity in performing the work is or might be otherwise impaired, or the Contractor has an unfair competitive advantage. The Contractor must avoid strictly any conflict of interest or even the appearance of a conflict of interest in connection with this award. The Contractor shall not have organizational conflicts of interest that would diminish its capacity to provide impartial, technically sound, objective assistance, or would result in a biased work product, or might result in an unfair competitive advantage.
    1. **Contracting with organizations owned in whole or in part by federal government employees.** An organizational conflict of interest exists when the Contractor is owned in whole or in part by federal government employees, regardless of whether the personnel are employed by the federal governmental entity where the proposal, quotation, bid, or offer is being submitted. Whenever there could be a perceived conflict of interest resulting from direct ownership the contracting officer shall be notified immediately. Ownership through a 401(k) or other substantially similar investment or retirement vehicle where no direct involvement in the organization is or can be exercised shall not be deemed a conflict.

- b. Existing House Agreements. In the event that the provisions of this purchase order conflict with the provisions of an existing House contract, agreement, or task order, the provisions of the existing House contract, agreement or task order shall govern solely to the extent of any such conflict.
  - c. Other. In the event that the provisions of this purchase order conflict with the provisions of other Federal contracts, including orders incorporating terms of U.S. General Services Administration Federal Supply Schedule contracts, the provisions of this purchase order shall govern solely to the extent of any such conflict.
22. **Governing Rules, Regulations and Statutes.** This purchase order shall be governed by and shall be interpreted in accordance with all applicable statutes, House Rules ([clerk.house.gov/legislative/house-rules.pdf](http://clerk.house.gov/legislative/house-rules.pdf)) and House Regulations.
23. **Severability.** The Contractor and the House agree that if any provision of this purchase order is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the purchase order terms and conditions shall remain in full force and effect.
24. **Substitutions.** The Contractor shall not tender substituted goods or equipment or use any specification in lieu of those applicable to this purchase order without the prior written consent of the Contracting Officer.
25. **Insurance.** When performing work on property in the custody or control of the House, the Contractor shall maintain commercial general liability insurance, workers' compensation insurance and any other insurance specifically required in this purchase order (such as automobile insurance). Upon request of the Contracting Officer, the Contractor shall promptly furnish proof of insurance coverage.
26. **Examination and Audit.** The Contractor agrees that the House, or its designated representative, shall have the right to review and copy any directly pertinent records, including records of a subcontractor, regarding the performance of this purchase order. The Contractor agrees to maintain such records for possible examination or audit for three (3) years after final payment, unless a longer period of record retention is stipulated or required by law.
27. **Disputes.** The parties shall deal in good faith and attempt to resolve potential disputes informally. If a dispute persists, the parties shall follow the administrative procedures set forth in the "Disputes" section in the *Procurement Instructions for the U.S. House of Representatives*, which shall be provided upon request.
28. **Safety Awareness.** The Contractor agrees to (a) instruct its employees and subcontractors working in House facilities on House grounds in connection with this purchase order of their obligations to follow any emergency evacuation plans provided by the House, and (b) comply with all safety requirements of the House.
29. **E-VERIFY.** The Contractor shall utilize the E-VERIFY program, which is a partnership between the Department of Homeland Security and the Social Security Administration. E-VERIFY is a free Web-based system that electronically verifies the employment eligibility of newly hired employees. E-VERIFY allows registered participating employers to electronically compare employee information taken from the Form I-9 (paper-based employment eligibility verification form used for all new hires).
30. **Background Checks.**
- a. General. All Contractor employees and subcontractor employees working on this purchase order will go through a background check conducted by the U.S. Capitol Police. The Contracting Officer's Representative (the "COR") will provide the Contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each Contractor employee and subcontractor employee working in any capacity on this purchase order. Forms for each Contractor employee and subcontractor employee working on this purchase order must be submitted prior to the commencement of work and early enough so adjudication of the results by the CAO can occur prior to the commencement of this purchase order. If CAO Human Resources, after having processed the forms, determines at any time that the Contractor employee or subcontractor employee is unsuitable or unfit for assigned duties, CAO Human Resources will notify the COR and the Contracting Officer. The Contractor agrees to immediately remove, at the Contracting Officer's request, any employee or subcontractor employee deemed unsuitable or unfit by the CAO from work under this purchase order.

- b. Frequency. Additional background checks may be conducted on such Contractor employees and subcontractor employees at any time as warranted.
- c. Security Clearance. Contractor employees and subcontractors must be able to obtain, possess and/or maintain a Federal government security clearance and/or pass additional background checks/investigations if access to “House Sensitive Information” (as described in House Information Security Policy 002.0, which is available upon request) is required under the terms of this purchase order. Individual House Offices or CAO Business Units may require an Office of Personnel Management Extended Background Investigation or other security clearance, as deemed necessary, at the cost to the Contractor.

### 31. Identification Badges.

- a. Access. If unescorted access is required outside of normal public building visitor hours, and/or access to the House network or House Sensitive Information will occur, or as determined by the COR, all Contractor employees and subcontractor employees requiring access shall obtain a House identification badge issued by the House Sergeant at Arms before the Contractor employee or subcontractor employee begins work under this purchase order. Although subject to change, public building visitor hours are Monday to Friday 7:00 a.m. to 7:00 p.m., and Saturday 7:00 a.m. to 1:00 p.m., excluding Federal holidays. House identification badges will not be issued to a Contractor employee or subcontractor employee unless the Capitol Police background check (CP-491 or equal) are submitted and approved.
- b. Return Policy. The Contractor shall ensure that each Contractor employee and subcontractor employee promptly surrenders his or her House identification/access pass to the COR upon termination of employment or when that employee’s performance is no longer required under this purchase order. The Contractor agrees to pay a fee of one hundred dollars (\$100.00) per week per badge for failure of the Contractor, a Contractor employee or subcontractor employee to comply with this obligation.
- c. Final Payment. Final payment will reflect a reduction for the fee and will not be made under this purchase order until all House identification badges that were issued under this purchase order have been returned to the COR, who will give them to CAO Human Resources.
- d. Lost or Stolen Badges. If a badge is lost or stolen, the contractor must complete a police report and provide a copy of the report to the COR or POC. In such cases, the fee may be waived.

### 32. House Information

- a. Ownership, Access and Release of House Information. The House and the Contractor agree that all “House information” shall remain the exclusive property of the House. As used herein, and subject to the specific exclusions below, “House Information” means (i) all information related to this purchase order, (ii) all information (including all work papers, products, drawings, products, code, House records, files, forms, data and other information and documents in electronic or hard-copy form) collected, stored, processed, developed or otherwise accessed by the Contractor and subcontractor in performing this purchase order, and (iii) all other information that is of such nature that a reasonable person would understand such information to be House Information. House Information shall not include information (1) generally known to the public, (2) already known, through legal means, to the party receiving the information, or (3) required to be disclosed under applicable law, including a Freedom of Information Act request filed with the Contractor, in which case the Contractor shall give prompt notice to the Contracting Officer of such a request. The Contractor shall not provide access to, make unauthorized copies of, and/or release any House Information without prior written approval by the Contracting Officer.
- b. Return of House Information. Upon completion of work, or in any event promptly upon the termination of this Contract and/or, as applicable, the expiration or termination of an order, all House Information made available hereunder, including electronic copies and any applicable backup copies thereof, shall be returned or, if directed or permitted by the applicable House entity or the Contracting Officer, destroyed, and the Contractor shall certify that it does not retain such House Information. Similarly, the Contractor shall require its subcontractors to return or destroy House Information upon completion of work under this purchase order. The Contractor shall require that its subcontractors certify that such information is not retained. Failure to comply with the provisions of this clause may result in penalties prescribed under House rules at the discretion of the Contracting Officer.

### 33. Information Security.

- a. Compliance. All Contractor software, hardware and personnel that interface with House offices (including Leadership, Member, Committee, Officer and subordinate offices, such as House Information Resources) are subject to and shall comply with the rules, regulations and sanctions outlined in House Information Security Policies, House Information Security Publications and House Information Security Standards, which will be provided upon request, as required by the purchase order. The Contractor agrees to instruct its employees and subcontractors in connection with this purchase order of their obligations to comply with all security standards and requirements of the House.
- b. System Servers. All system servers of the Contractor and its subcontractors must receive security certification from the Information Systems Security Office prior to integration within the House network. This certification will follow successful completion of a system security compliance audit and will be signed by the Director of the Information Systems Security Office.
- c. Non-Disclosure Agreement. Contractor employees and subcontractor employees with access to House Information shall sign a “Non-Disclosure Agreement” (available on [www.house.gov](http://www.house.gov)) prior to the commencement of work under this purchase order.

### 34. Media Sanitization.

- a. Definitions. The definitions of “destroying” and “purging” as used herein shall adhere to the descriptions listed in the most recent version of the *National Institute of Standards and Technology’s Guidelines for Media Sanitization*. “Purging” shall include degaussing, when applicable.
- b. Temporary Removal of Equipment/Media. For any equipment that is removed temporarily from the House for any purpose (including deinstall/reinstall, repair or parts replacement, troubleshooting or staging), the Contractor shall secure equipment data at all times for any equipment containing hard drives (internal or external), server hard drives, USB sticks (flash drives with and without hard drives), memory sticks, CD and DVD data discs, and any other media containing data. The Contractor agrees to secure equipment data at all times, for purposes of temporary removal from the House, by ensuring that: (i) all documents and media, including removable magnetic media, relating to the equipment remain in the Contractor’s possession and control at all times; (ii) any distribution of such equipment and media by the Contractor to third parties for maintenance is limited to vendors (A) authorized by the Contractor in a contractual arrangement that provides for the confidentiality of any confidential information, and (B) with a clearly defined need to access the information; and (iii) printed documents and media are not to be visible by anyone who is not authorized to view the data.
- c. Permanent Removal or Disposal of Equipment/Media. For any equipment that is permanently removed and/or disposed from the House or a District Office for any purpose, the Contractor shall secure equipment data at all times for any equipment containing hard drives (internal or external), server hard drives, USB sticks (flash drives with and without hard drives), memory sticks, CD and DVD data discs, and any other media containing data. The Contractor agrees to secure equipment data at all times, for purposes of permanent removal and/or disposal from the House, by ensuring that: (i) all documents and media, including removable magnetic media, relating to the equipment remains in the Contractor’s possession and control at all times; (ii) any distribution of such equipment and media by the Contractor to third parties for maintenance is limited to vendors (A) authorized by the Contractor in a contractual arrangement that provides for the confidentiality of any confidential information, and (B) with a clearly defined need to access the information; (iii) printed documents and media are not to be visible by anyone who is not authorized to view the data; (iv) for internal and external hard drives, server hard drives and USB sticks (flash drives with hard drives), all electronic data is purged/degaussed; and (v) for USB sticks (flash drives without hard drives), memory sticks, and CD and DVD data discs, all such items are physically destroyed.

### 35. Certification of Annual Training

- a. The Contractor certifies that it has in place a written workplace rights and responsibilities policy and training covering harassment and discrimination prevention.

- b. The contractor certifies that all contractors providing services to the House under this contract have completed such training prior to working under this contract.
- c. Prior to the exercise of an option, the contractor shall certify that all contractors working under this contract have completed annual workplace harassment and discrimination prevention and rights training.

### 36. **Rights in New Work Product**

- a. Ownership. The House and the Contractor agree that all data, inventions, discoveries, intellectual property, technical communications and records developed, originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs and other documentation or improvements thereto and including the Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be the House's exclusive property.
- b. Pre-Existing Materials. Software and other materials developed or otherwise obtained by or for the Contractor or its affiliates independently of this Contract ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this clause will be construed to interfere with the Contractor's or its affiliates' ownership of Pre-Existing Materials.
- c. Government Purpose Rights. The House shall have "Government Purpose Rights" to the Work Product. Such recipients of the Work Product may include, without limitation, executive agencies or legislative branch of the U.S. Government, state/local government entities, and other House or Senate contractors/vendors.
- d. Joint Development. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the House, may be used by either party without obligation of notice or accounting.
- d. Developing Other Materials. This Contract shall not preclude the Contractor from developing materials outside of this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the House pursuant to this Contract.

### 37. **Software Escrow**

The Contractor shall place the source code for all Work Product (for which the House has paid up to the date of default or termination) and the object code for all Pre-Existing Materials (as defined in the Clause entitled, "Rights in New Work Product"), consistent with the Contractor's license rights in such materials, into escrow to protect the House's ability to operate the system/solution in the event of a Contractor default or insolvency. The terms and conditions of the Escrow Agreement shall be substantially in the form provided by the Contractor and approved by the Contracting Officer.

### 38. **Software License Warranty**

The Contractor warrants that it has full power and authority to grant the rights contained in this Contract with respect to the software without the consent of any other person. Neither the performance of the services by the Contractor nor the license to and use by the House of the software and documentation (including copying) will in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure, or other rights of any third party.

### 39. **System/Solution Warranties**

In addition to any warranties set forth elsewhere in this Contract, the Contractor represents and warrants the following with regard to the system/solution:

- a. The Contractor's performance and the system/solution shall comply with all applicable laws, regulations, codes, standards and ordinances;

- b. The Contractor shall not introduce unauthorized code into the system/solution and has tested for such unauthorized code using industry standard tests and has not found any such unauthorized code. The Contractor further warrants that the Contractor shall not introduce, via modem or otherwise, any code or mechanism that electronically notifies the Contractor of any fact or event, or any key, node, lock, time-out, or other function, implemented by any type of means or under any circumstances, that may restrict the House's use of or access to the system/solution, in whole or in part, based on any type of limiting criteria;
- c. The system/solution and all data-related output or results produced thereby: (i) shall not have a life expectancy limited by date or time format; (ii) shall correctly record, store, process, and present calendar dates; (iii) shall lose no functionality, data integrity, or performance with respect to any date; and (iv) shall be interoperable with other software used by the House that may deliver date records from the system/solution or interact with date records of the system/solution;
- d. Each copy of the Work Product provided by the Contractor, as applicable, is and will be free from physical defects in the media that tangibly embodies the copy. The Contractor shall replace, at the Contractor's expense including shipping and handling costs, any Work Product provided by the Contractor that does not comply with this warranty; and
- e. If the software for the system/solution, in whole or in part, is replaced; upgraded; or modified by the Contractor with replacement or upgraded software components, or if the Contractor provides custom software or enhancements, the software as upgraded, replaced or modified shall operate with the rest of the software, equipment and data in the system/solution without loss of any functionality.

#### 40. Intellectual Property Indemnity

- a. With respect to claims arising from computer hardware or software manufactured by a third-party and sold by the Contractor as a reseller, the Contractor will pass through to the House such indemnity rights as it receives from such third party ("Third-Party Obligation") and will cooperate in enforcing them; provided that if the third-party manufacturer fails to honor the Third-Party Obligation, the Contractor will provide the House with indemnity protection equal to that called for by the Third-Party Obligation, but in no event greater than that called for in the first sentence of this subparagraph. The provisions of this subparagraph apply only to third-party computer hardware and software sold as a distinct unit and accepted by the House.
- b. Unless an applicable Third-Party Obligation provides otherwise, the defense and payment obligations set forth in this clause will be conditional upon the following:
  - i. the House will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
  - ii. the Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (1) when substantial principles of government or public law are involved, when litigation might create precedent affecting future House operations or liability, or when involvement of the House is otherwise mandated by law, the House may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (2) the House will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (3) the House will reasonably cooperate in the defense and in any related settlement negotiations.
- c. Should the deliverables or software, or the operation thereof become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a United States intellectual property right, the House shall permit the Contractor at its option and expense either to procure for the House the right to continue using the deliverables or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such deliverable or software by the House shall be prevented by injunction, the Contractor agrees to take back such deliverables or software and make every reasonable effort to assist the House in procuring substitute deliverables or software. If, in the sole opinion of the House, the return of such infringing deliverables or software makes the retention of other deliverables or software acquired from the Contractor under this Contract impractical, the House shall then have the option of terminating such contracts, or applicable portions thereof,

without penalty or termination charge. The Contractor agrees to take back such deliverables or software and refund any sums the House has paid the Contractor less any reasonable amount for use or damage.

- d. The Contractor warrants that it has appropriate systems and controls in place to ensure that House funds will not be used in the performance of this Contract for the acquisition, operation, or maintenance of computer software in violation of any intellectual property right, law, rule or regulation, including those addressing copyright.

#### **41. Documentation for Software and Equipment**

The Contractor shall provide two (2) sets of Documentation to the House in a customary commercial format. "Documentation" means (a) all documents to be delivered under the Contract, (b) work product prepared by the Contractor to explain the use of the system/solution, and (c) all commercially available operations, technical and other manuals used in conjunction with the system/solution, including without limitation manuals provided by licensors of third-party software and by equipment manufacturers. Upgrades and revisions to this Documentation shall be provided for the term of the Contract. There shall be no additional charge for the Documentation or updates thereto, in whatever form provided. If the Contractor maintains its technical, maintenance and installation Documentation on a web site, the Contractor may fulfill the obligations set forth in this clause by providing the House access to its web-based Documentation information. The Contractor grants a nonexclusive, perpetual right to use, make derivative works based upon, modify, and reproduce the Documentation furnished in accordance with the definition of "Government Purpose Rights" in the Clause entitled, "Rights in New Work Product."

#### **42. Software Versions**

Unless otherwise mutually agreed to in writing, the Contractor shall, during the term of the Contract, maintain any and all third-party software products at their most current version or, at the House's option, no more than one (1) version back from the most current version at no additional charge for such Services. However, the Contractor shall not maintain any third-party software versions, including one (1) version back, if any such version would prevent the House from using any software functions, in whole or in part, in accordance with applicable specifications for the then-current version of the system/solution or would cause deficiencies in the system/solution. Any additional costs that are charged by a third-party software manufacturer for an upgrade to a third-party software product that is not covered by such product's maintenance agreement shall be charged to and paid for by the Contractor.

#### **43. Use of Hardware or Software Monitoring**

- a. The Contractor must permit inclusion or attachment of monitoring devices as the House may choose to employ for the purpose of examining or measuring the activity within a computer system/solution delivered, installed, and/or maintained by the Contractor under this Contract. These devices include hardware monitors physically connected to the computer system/solution and software monitors that may require portions of the computer system's control software to be displaced.
- b. The Contractor may not prohibit the installation of these devices unless the particular device will cause significant or permanent damage to the computer system/solution. The Contractor must assist the House in identifying and locating device connections when requested by the House if the Contractor provides the services to other customers. If House attachments cause equipment failure, the House is liable for any damage.

#### **44. Technology Enhancement**

The Contractor may propose technology enhancement of information technology equipment, hardware, or software configurations being provided under this Contract whenever newer technology becomes available that may save money, improve performance or save energy. All proposed upgrades must meet all of the following requirements:

- a. all mandatory requirements of the Contract must continue to be met;
- b. overall Contract life cycle costs may not increase as a result of the upgrade; and

- c. the proposed upgrade or enhancement will: (i) either be more cost effective than existing contract offerings/configurations; or (ii) at minimum, must result in at least equal operability, maintainability, reliability and overall system/solution performance while providing some additional benefit or advantage to the House.

The decision on a proposed technology replacement shall be made solely at the discretion of the Contracting Officer.

#### **45. Self-Hosting Option**

The House shall have an option to replace any hosting services provided by the Contractor with a self-hosted version of the software and self-hosted maintenance and support services, under which the House would take responsibility for hosting and operation of its system/solution. The House will exercise this self-hosting option by issuing a written notice to the Contractor. If the House exercises this option, the Contractor and its subcontractors hereby grant the House a perpetual, irrevocable, non-terminable, nonexclusive license at no charge to use, demonstrate (for the House's internal business purposes and for processing House Information), modify and prepare derivative works based on, and reproduce the Source Code for Custom Software and the Object Code for third-party software, consistent with the Contractor's rights in such software, for the House's internal business purposes; provided, however, that the Contractor shall not be required to provide maintenance services for deficiencies caused by House-produced modifications to or derivative works based on the software. If the House exercises the self-hosting option, the prices reflected in this Contract for such option shall take effect.

#### **46. Service Level Agreements**

- a. The Contractor warrants that it shall maintain the system/solution, and hosting services if any, to meet the Service Level Agreements ("SLAs") set forth in the Contract.
- b. The Contractor must implement all testing, measurement and monitoring tools and procedures required to measure and report the Contractor's performance of the system/solution against the applicable SLAs. The Contractor will provide the House with information and access to all information or work product produced by such tools and procedures upon the House's reasonable request for purposes of verification. The House may conduct tests for measuring and certifying the achievement of the SLAs.
- c. If the system/solution fails to meet SLAs, the Contractor shall modify, reconfigure, upgrade or replace the system/solution, equipment, network and/or software, at no cost to the House, in order to ensure that the system/solution and hosting services if any, comply with such SLAs.