



# Attachment J.4 – Minimum Standards for Supported Equipment

## U.S. House of Representatives Minimum Standards for Supported Equipment

March 2014

### PC/Mac Standard

<b>CPU</b>	Intel Core 2 Duo 2.6 GHZ or higher or higher	AMD Athlon (TM) 64 X2 5050e dual-core 2.6GHz
<b>RAM</b>	<b>4 GB</b>	
<b>Operating System</b>	<b>Vista Enterprise, Windows 7 Enterprise, Windows 8 Enterprise/OSX 10.7 (Lion) or higher</b>	

### PC/Mac Laptop Standard

<b>CPU</b>	Intel Core 2 Duo 2.2 GHZ	AMD Turion 64 X2 2.2 GHZ
<b>RAM</b>	<b>4 GB</b>	
<b>Operating System</b>	<b>Vista Enterprise, Windows 7 Enterprise, Windows 8 Enterprise/OSX 10.7 (Lion) or higher</b>	



## Attachment J.5 - Supported Software List

### U.S. House of Representatives Supported Software List

December 1, 2015

Changes shown in **bold**.

Accounting	Anti-Virus
<ul style="list-style-type: none"> <li>• Congressional Accounting and Personnel (CAPS)</li> <li>• FinMart Financial Reports</li> <li>• PeopleSoft Financials Inquiry</li> </ul>	<ul style="list-style-type: none"> <li>• McAfee Endpoint Protection</li> </ul>
Communications	Desktop Publishing
<ul style="list-style-type: none"> <li>• Cisco VPN Client AnyConnect</li> <li>• Remote Desktop Connection</li> <li>• Windows Remote Assistance</li> <li>• Lync/Skype for Business 2013</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Acrobat Standard DC, 11.x<sup>1, 10</sup></b></li> <li>• <b>Adobe Creative Suite DC<sup>10</sup></b></li> </ul>
Internet Software	Mail
<ul style="list-style-type: none"> <li>• Adobe Acrobat Reader 11.x<sup>1</sup></li> <li>• Internet Explorer 11<sup>2</sup></li> <li>• Firefox, 42.x</li> <li>• Safari 9.x and higher</li> <li>• Adobe CC 2014</li> </ul>	<ul style="list-style-type: none"> <li>• Outlook Web Access</li> <li>• Outlook 2010, 2013</li> <li>• <b>Outlook 2011, 2016 (for Mac)</b></li> </ul>
Operating Systems	Scheduling
<ul style="list-style-type: none"> <li>• Windows Vista (Enterprise, Ultimate)<sup>4</sup></li> <li>• Windows 7 (Enterprise) 64 bit</li> <li>• Windows 8.x Enterprise 64 bit</li> <li>• Macintosh OS X 10.7 (Lion) and later</li> </ul>	<ul style="list-style-type: none"> <li>• Outlook 2010, 2013</li> <li>• <b>Outlook 2011, 2016 (for Mac)</b></li> <li>• Outlook Web Access</li> </ul>
Spreadsheet	Word Processing
<ul style="list-style-type: none"> <li>• Excel 2010, 2013</li> <li>• <b>Excel 2011, 2016 (for Mac)</b></li> </ul>	<ul style="list-style-type: none"> <li>• Microsoft Word 2010, 2013</li> <li>• <b>Microsoft Word 2011, 2016 (for Mac)</b></li> </ul>

1 Support limited to features which are used to publish office suite documents, spreadsheets, or presentations in Adobe portable document format (PDF). Adobe Acrobat XI Pro and Standard End Of Support 10/15/2017

2 While using Internet Explorer 11 some applications may require IE to run in Compatibility Mode

3 House support for Microsoft Office 2007 will end December 31 2016.

4 Windows Vista Enterprise end of extended support 4/11/2017

5 Windows 7 End of Extended Support 2020

6 Windows 8.x End of Extended Support 2023

7 The House will cease support for Legacy Blackberries 5.x (Java devices) during 2016

8 Windows Server 2008 R2 End of Extended Support 1/14/2020

9 Windows Server 2012 R2 Standard End of Extended Support 1/10/2020

10 Software that requires the office to purchase and maintain licenses



## U.S. House of Representatives Supported Software List

**December 1, 2015**

• PDA Synchronization Software	• Other Systems
<ul style="list-style-type: none"> <li>• <b>BlackBerry Desktop Manager 5.0 or above</b><sup>7</sup></li> <li>• <b>Blackberry Handheld OS 5.x</b><sup>7</sup></li> <li>• BlackBerry 10.X</li> <li>• iTunes 12.x</li> <li>• iOS 8.x and higher</li> <li>• Android 4.0 and higher</li> </ul>	<ul style="list-style-type: none"> <li>• Financial Disclosure</li> <li>• Microsoft Power Point 2010, 2013</li> <li>• <b>Microsoft Power Point 2011, 2016 (for Mac)</b></li> <li>• <b>Visio 2010, 2013</b><sup>10</sup></li> <li>• <b>Project 2010, 2013</b><sup>10</sup></li> </ul>
• Software VTC	• Server Operating System
<ul style="list-style-type: none"> <li>• Skype (over House Public)</li> <li>• Oovoo</li> <li>• VSee</li> <li>• Microsoft Lync/Skype for Business 2013 (internal to the House)</li> </ul>	<ul style="list-style-type: none"> <li>• Windows Server 2008 and higher<sup>8</sup></li> <li>• Windows Server 2012 and higher<sup>9</sup></li> </ul>

1 Support limited to features which are used to publish office suite documents, spreadsheets, or presentations in Adobe portable document format (PDF). Adobe Acrobat XI Pro and Standard End Of Support 10/15/2017

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9 Windows Server 2012 R2 Standard End of Extended Support 1/10/2022

10 Software that requires the office to purchase and maintain licenses

## **Attachment J.6 – Vendor Management Policy on Significant Changes**

### **Vendor Management Policy on Significant Changes**

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

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

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

A Significant Change shall be defined as the following:

I. In the case of CMS Services:

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

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

II. In the case of Maintenance Services:

## Attachment J.6 – Vendor Management Policy on Significant Changes

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

### III. In the case of Systems Administration Services:

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



## Attachment J.7 – Standards for New Purchases of Computer-related Equipment

### U.S. House of Representatives Standards for New Purchases of Computer-related Equipment

March 4, 2015

A set of criteria established by the Committee on House Administration to ensure technical excellence and quality performance and to eliminate premature obsolescence.

**These are minimum standards for new purchases**

<b>PC STANDARD</b>			
Please note <b>bold</b> indicates a modification has been made			
	<i>Please consider using the Blanket Purchase Agreements with <a href="#">CDWG</a> and <a href="#">Dell</a>, when ordering equipment.</i>		
CPU	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Intel Core I5 Quad 2.3 GHZ or higher</td> <td style="width: 50%;">AMD Phenom II X4 2.5GHz or higher</td> </tr> </table>	Intel Core I5 Quad 2.3 GHZ or higher	AMD Phenom II X4 2.5GHz or higher
Intel Core I5 Quad 2.3 GHZ or higher	AMD Phenom II X4 2.5GHz or higher		
RAM	4 GB Minimum. 8GB recommended		
Ports	2 USB v2.0 or higher Ports front side recommended 2 USB v2.0 or higher Ports backside		
DVD +/- RW Drive	8x Speed minimum, 12x recommended		
Pointing Device	USB pointing device		
Hard Disk Size	<b>128</b> GB SATA or SSD		
Processor Cache	2MB L2 Cache		
Keyboard	101 key USB Keyboard		
Video Display Adapter	256 MB RAM		
Video Monitor	1024 x 768 non-interlaced resolution		
Network Interface	IEEE 802.3 compliant; 10/100/1000 NIC connector		
Protocol Support	TCP/IP compliant as specified in RFC 1122 and RFC 1123		
Operating System	Windows 7 Enterprise 64 bit or Windows 8.x Enterprise 64 bit		

## PC LAPTOP STANDARD

Please note **bold** indicates a modification has been made.

*Please consider using the Blanket Purchase Agreements with [CDWG](#) and [Dell](#), when ordering equipment.*

CPU	Intel Core I3 Dual Core 2.4 GHZ or AMD Turion II Dual Core 2.4 GHz
Expansion Slots	1 SD memory card reader
RAM	4 GB Minimum. 8 GB Recommended
Ports	2 USB v2.0 or higher Ports
DVD +/-RW	8X Speed Recommended but not required
Pointing Device	Stylus, TouchPad or Touchscreen
Battery	2 hour operating time
Hard Disk Size	<b>128</b> GB SATA or SSD
Video Display	11" color display with external SVGA port ( <i>15.4" Recommended</i> )
Video Adaptor	256 MB
Network Interface	IEEE 802.3 compliant; 10/100/1000 NIC connector ( <i>Bluetooth and 802.11 a/b/g/n, 802.11ac</i> )
Operating System	Windows 7 Enterprise 64 bit or Windows 8.x Enterprise 64 bit

## PRIMARY FILE/PRINT/DATABASE SERVER STANDARD

Please note **bold** indicates a modification has been made

	<p>Member Offices electing to join the House Cloud File Service (HCFS) will not be required to purchase new server hardware.</p> <p>Applications sold by CMS Providers may require hardware with higher capabilities than those outlined herein. Offices are encouraged to consult with their vendor before purchase.</p>
<b>Operating system</b>	<p><b>Windows Server 2008 R2 Standard Edition or greater</b></p> <p><b>Important Note: Windows 2003 Server will be retired on July 15, 2015. These servers will be blocked from accessing the House's network.</b></p>
<b>Processor</b>	<b>Intel® Xeon® E3 1200 v3 4 Core 2.3GHz</b>
<b>Bus Type</b>	<b>2 PCI Express 3.0 x8 or x16</b>
RAM	4 GB expandable to 8 GB
Ports	<p>1 Serial with 16550 UART (Optional)</p> <p>1 Parallel (Optional)</p> <p>4 USB Ports (6 Recommended if using external hard drive backup systems)</p>
DVD +/- RW Drive	8X speed
Data Storage Minimum	100 GB (consult with your vendor and TSR to ensure adequate space for operating systems and server based applications in addition the 100 GB minimum free space for data.)
Hard Disk Speed	10,000 RPM (interface must be compatible with the drive speed)
Keyboard	101 key enhanced (USB) Optional
<b>Video Display Adapter</b>	SVGA with <b>64 MB</b> VRAM and 1024x768x256 color support
Video Monitor	Optional
<b>Network Interface</b>	10/100/ <b>1000</b> NIC on the system board; IEEE 802.3 compliant
Protocol Support	TCP/IP compliant as specified in RFC 1122 and RFC 1123
Backup	Must be able to backup all hard disk space. If drives are added later, the backup solution must be upgraded to accommodate the additional drives.
Uninterruptible Power Supply (UPS)	1400 watt (UPS must provide appropriate backup for the system)



## NETWORK CAPABLE PRINTER STANDARD

Please note **bold** indicates a modification has been made

*Please consider using the Blanket Purchase Agreements with [CDWG](#) and [Dell](#), when ordering equipment.*

Printing Languages

PCL or Postscript

Printing Resolution

600x600 dpi

Networking

Ethernet connectivity option with TCP/IP support

RAM

If purchasing a postscript printer, the requirement is a minimum of 16 MB of RAM

Hard disks and non-volatile dynamic memory devices are not recommended.

## SUPPLEMENTAL COMPUTER EQUIPMENT STANDARDS

	Please consult with your CAO Technology Support Representative (TSR) to ensure equipment compatibility and appropriateness prior to purchase of any computer related equipment.
Optical Scanner	2400x2400 dpi resolution
Networked Scanners, Digital Senders, or Multifunction Devices (New)	Devices with e-mail and LDAP functionality must allow the entry of a host name for the SMTP Relay and/or the LDAP server.
Printers and copiers	Printers and copiers using Thermal Film Transfer or Dye-Sublimation technologies are not authorized.
Apple Macintosh	Apple Laptop and Desktop computers must meet or exceed to the current minimum specifications offered directly from Apple for iMacs, Mac Mini, MacPro, MacBooks and MacBook Pros.
Televisions/TV cards	<ul style="list-style-type: none"> <li>• <b>Must be able to receive ATSC, Clear QAM and Analog signals (NTSC)</b></li> <li>• <b>TVs and TV tuner adapters must have a 75 ohm antennae 'F' type connector</b></li> <li>• <b>"Smart" or internet connected TVs will work with the House provided TV signals, but the embedded browsers, wireless connectivity and entertainment applications and are not supported and may not function properly.</b></li> </ul>
Other Computer Related Equipment	Members' offices are required to receive approval from a CAO Technical Support Representative (TSR) before purchase.

**CLIENT WORK ORDER  
(Technology Services)**

THIS CLIENT WORK ORDER (this "Client Work Order"), dated as of \_\_\_\_\_ is made by and between \_\_\_\_\_ (hereinafter referred to as the "Contractor") and \_\_\_\_\_ (hereinafter referred to as the "Client") pursuant to that certain Contract, by and between the Contractor and the House, resulting from Solicitation Number OAM16047S (the "Contract") between the Contractor and the House.

This Client Work Order, together with the terms of the Contract, constitutes a complete and separate agreement among the Client, the Contractor and the House (the "Integrated Agreement"). All capitalized words and terms used in this Client Work Order and not defined herein shall have the respective meanings as specified to them in the Contract or the Technology Services Statement of Work. Pursuant to the terms of the Contract, the Client hereby engages the Contractor to provide the Technology Services set forth below.

- 1. **Term.** The term of this Client Work Order shall commence on \_\_\_\_\_ and shall automatically expire upon completion of the Technology Services (as determined by the Client or the House) set forth herein, unless otherwise earlier terminated in accordance with the Contract.
- 2. **Submission of Client Work Order.** Promptly after the Contractor and the Client have signed this Client Work Order, an Addendum to this Client Work Order, or a Change Order, the Contractor shall submit a copy to the House via email at [TechServicesContract@mail.house.gov](mailto:TechServicesContract@mail.house.gov).
- 3. **Change Orders.** During the term of this Client Work Order, the Client or the Contractor may propose changes with respect to the nature or scope of the Technology Services set forth in this Client Work Order (each a "Change"). The Client (or an authorized signatory of the Client) and the Contractor must give prior written approval of a Change (a "Change Order") before the work can be commenced. A Change Order shall specify any changes in the (a) work to be performed, (b) cost, and (c) timeframe for completion of the Change. Any such Change Order shall thereafter be deemed incorporated into and made part of this Client Work Order and associated Integrated Agreement. Promptly after the Contractor and Client have signed a Change Order, the Contractor shall submit a copy of such Change Order to the House. The Client hereby designates the following two (2) individuals as authorized signatories to sign a Change Order on the Client's behalf:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

- 4. **Contacts for Administration of Client Work Order.** Unless otherwise specified in this Client Work Order, any notices in connection with this Client Work Order may be given by either party to the other by personal delivery, e-mail or facsimile. Notices will be deemed communicated as of actual receipt. A party may change its name, e-mail, phone or facsimile under this Section 4 by giving written notice thereof to the other party in conformity with the foregoing.

If to the Contractor:  
 Name: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

If to the Client:  
 Name: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

If to the House:  
 Email: [TechServicesContract@mail.house.gov](mailto:TechServicesContract@mail.house.gov)  
 Phone: \_\_\_\_\_

- 5. **Conflict.** In the event that the provisions of an Addendum and any attachments thereto conflict with the provisions of this Client Work Order, the provisions of this Client Work Order shall govern solely to the extent of any such conflict. In the event that the provisions of this Client Work Order conflict with the provisions of the Technology Services Contract, the provisions of the Technology Services Contract shall govern solely to the extent of any such conflict and solely with respect to the particular Integrated Agreement governing the Technology Services being performed under this Client Work Order.
- 6. **Inspection and Acceptance of Technology Services.** Items, labor and services purchased hereunder are subject to inspection and acceptance by the Client or the House. Payment for any items, labor and services hereunder shall not be deemed an acceptance thereof and is without prejudice to any and all claims that the Client may have against the Contractor.
- 7. **Certain Representations.** The Contractor hereby represents and warrants to the Client that the performance of the Technology Services, the use of the Technology Services Software, Work Product, Contractor Pre-Existing Rights and Third Party Software,

and the Client’s exercise of the rights granted to the Client under this Client Work Order and the Integrated Agreement, do not and will not infringe, misappropriate or conflict with any intellectual property right of any third party.

- 8. Notification of Late Delivery.** If the Contractor cannot deliver the items in this Client Work Order in the time specified, the Contractor must notify and obtain approval of the late delivery and the revised delivery date from the Client prior to the delivery date. Failure to meet delivery dates shall, at the option of the Client, without liability, in addition to other rights and remedies of the Client, relieve the Client of any obligation to accept and pay for any such items.
- 9. Technology Services and Pricing.** This Section 9 contains a detailed, itemized description of the Technology Services to be provided by the Contractor to the Client under this Client Work Order. This description must include the following information for each item: (a) the corresponding price; (b) whether payment is one-time or recurring; and (c) the corresponding delivery date(s). The Contractor must affix a copy of the quote for the relevant support plan(s) and relevant section of the corresponding pricing list(s) (including but not limited to: monthly fees; setup fees; and data conversion fees to this Client Work Order).

1. CMS Services			
Recurring Payments			
Plan Name:			
Period of Performance:			
Monthly Price		Total Amount Not-to-Exceed:	
One-Time Payments			
Setup Fee			
Data Conversion Fees			
Other			
2. Maintenance Services			
Recurring Payments			
Plan Name:			
Period of Performance:			
Monthly Price:		Total Amount Not-to-Exceed:	
Time and Materials			
3. Systems Administration Services			
Recurring Payments			
Plan Name			
Period of Performance			
Monthly Price		Total Amount Not-to-Exceed:	
Time and Materials			

- 10. Termination of Existing Work Order(s).** If applicable this Client Work Order replaces services on existing Client Work Order(s):

	Contractor Name	Monthly Price	Service End Date
CMS Services			
Maintenance Services			

Systems Administration Services

**Termination of services on a Client Work Order requires 30 days written notice to the Contractor and the House unless agreed to by both the Contractor and the Client in writing.**

- 11. Availability of Funds.** The Client's obligations under this Client Work Order are contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Client may arise until the funds are made available through the Appropriations Act.
- 12. Payments and Refunds.** The Client shall pay the Contractor all fees in accordance with this Client Work Order and the Technology Services Contract. The Contractor shall not (a) bill the Client or hold the Client liable for any charges or expenses other than those stated and expressly authorized in the Technology Services Contract or this Client Work Order, or (b) request payment for Technology Services not yet rendered to the Client. Notwithstanding Section 12(b) of this Client Work Order, the Contractor may request advance payments for software licenses and maintenance fees. Such advance payments must comply with the requirements set forth in the Members' Congressional Handbook or the Committees' Congressional Handbook, as appropriate. Advance payments are not permitted for custom services. If the Contractor (i) is not in compliance with the Technology Services Contract or this Client Work Order, and/or (ii) does not have "Good Standing Status" as referenced in Section G.13(a) of the Technology Services Contract, the CAO or the Client may delay or deny a request for payment for Technology Services until the applicable issue is remedied. If this Client Work Order is terminated in accordance with Sections 13 or 14 of this Client Work Order and the Contractor has received any advance payments for Technology Services covered under this Client Work Order, the Contractor shall make refunds to the Client for any services not yet rendered.
- 13. Termination by Client.** The Client may terminate this Client Work Order, and all associated Client Work Orders, immediately upon written notice to the Contractor (a) in the event that the Contractor is in breach of the Integrated Agreement or any associated Client Work Orders, or (b) at any time in the discretion of the Client. In the event of a termination under this Section 13, the Contractor: (i) must promptly notify the CAO of the termination of this 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 promptly deliver to the Client all relevant Work Product that exists on the effective termination date.
- 14. Automatic Termination of Client Work Orders and Integrated Agreements.** This Client Work Order and associated Integrated Agreement shall automatically terminate without notice upon the following, whichever date is earlier: (a) the termination of the Technology Services Contract; (b) the completion of the congressional term in which the effective date of the Client Work Order occurs; or (c) if the Client is: (A) a Member; (B) a House committee that experiences a change in its chair; (C) a House committee minority office that experiences a change in its ranking member; or (D) a leadership office that experiences a change in its leader.
- 15. Transfer Services.** Upon (i) the expiration or termination of this Client Work Order or associated Integrated Agreement, (ii) the termination of the Contract, or (iii) the request of the House or the Client at any time, the Contractor must provide any reasonable cooperation requested by the House or the Client that may be required to facilitate the transfer of the affected Technology Services to the House, the Client, or a third-party service provider.
- 16. Continuation of Technology Services.** The Contractor acknowledges that the provision of Technology Services is critical to the business and operations of the Client. Accordingly, in the event of (i) the expiration or termination of a Client Work Order, (ii) the termination of the Contract; (iii) the assumption of the Contractor's hardware and/or software in accordance with the Contract; or (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; and (B) the Contractor shall continue to make the Client's Technology Service(s) available until the Client is able to replace the Technology Service(s) provided by the Contractor. If applicable, the Client will continue to be responsible for ongoing support fees that were in effect before the termination or completion of a Client Work Order.
- 17. Client Data.** "Client Data" means all Client data stored, processed or accessed by the Contractor in connection with the provision of Technology Services to the Client. 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 Technology 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 Contract, or upon the request of the Client, 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 possession. Parties agree that access to or release of such information shall be governed by the laws applicable to the House. The Contractor agrees to notify the House immediately if anyone requests any access to House information, including Freedom of Information Act (FOIA) requests, and further agrees not to provide access to or release any information without prior written approval by the CO.
- 18. Work Product.** The Client shall be the exclusive owner of all right, title and interest in and to the Work Product, including Client Customizations, together with all related documentation and all intellectual property rights therein, and the Contractor hereby assigns to the Client all right, title and interest therein. "Client Customizations" means Software and other Work Product developed by the Contractor hereunder that are not Contractor Customizations. Nothing herein shall be construed as granting the Contractor any rights in any of the foregoing, other than as expressly provided in a Client Work Order. The Contractor shall, at the request of the Client, 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.

Client Work Order # \_\_\_\_\_

## Attachment J.8

19. Assignment and Change of Control. The Contractor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under this Contract without the prior written consent of the CAO and the Client. Without limiting the foregoing sentence, the Contractor shall provide thirty (30) 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 Vendor or its successors or assigns, or (ii) sufficient stock of the Contractor to its successors to effect a change in control of the Vendor or its successors or assigns.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Client Work Order to be executed by their duly authorized signatories as of the date of this Client Work Order.

CLIENT

CONTRACTOR \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

## **Attachment J.9 - Vendor Management Policy for Management of Contractor Access to House Resources**

### **I. IDENTIFICATION BADGES**

A. New Contractor employees shall obtain a House identification/access pass issued by the House Sergeant at Arms before the Contractor employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday through Friday 7am to 7pm. House identification badges will not be issued to a Contractor employee unless the Capitol Police forms for a background check are submitted in accordance with this policy.

B. The Contractor shall ensure that the Contractor employee surrenders the House identification/access card upon termination of employment or performance is no longer required under the Technology Services Contract by and between the Contractor and the CAO (the “**Technology Services Contract**” or “**Contract**”). House identification/access cards shall be surrendered to the Contracting Officer’s Representative (the “**COR**”) and reconciled within two (2) business days following an employee termination or service release under the Contract. A penalty in the form of damages shall be levied for failure to return House identification/access cards in the amount of \$100 per week for each House identification/access card that is not returned to the COR within two (2) business days following an employee’s termination or employee service is no longer required under the Contract. The damage amount will be prorated in the month of termination or release from service to the date the House identification/access card was to be returned to the COR and reconciled.

C. Final payment will not be made under the Contract until all House identification/access cards that were issued under the Contract have been returned, and a release provided to the Contractor signed by the COR.

D. Lost House Contractor identification/access cards must be reported to the Office of the Sergeant at Arms Identification Services either by telephone or in person. There is a three (3) business day waiting period from the time the Contractor identification/access card is reported lost or stolen before a new identification/access card may be issued.

E. If the Contractor requires access to the House network, he or she will be asked to read and sign the *U.S. House of Representatives Principles of Behavior for Information System Users Form* and the *Affirmation of Non-Disclosure*. Once the Contractor is approved, he or she will receive instructions to report to the Office of the Sergeant at Arms, Identification Services Room to receive his or her House Contractor identification/access card.

## **Attachment J.9 - Vendor Management Policy for Management of Contractor Access to House Resources**

### **II. PROSPECTIVE CONTRACTOR EMPLOYEES BACKGROUND CHECK**

A. All Contractors must complete a US Capitol Police Background Check prior to the commencement of work. To initiate this process, the Contracting Officer Representative (COR) or CAO Point of Contact (POC) should complete the Sergeant at Arms Vendor ID Request form. The form must be typed and filled out in its entirety and submitted to CAO Human Resources.

B. The Contractor reports to CAO Human Resources between the hours of 8:30 a.m. and 2:30 p.m. and completes the U.S. Capitol Police form CP-491, Request for Check of Criminal History Records Form. The information is then added to the CAOHR database and the Contractor is instructed to report to the U.S. Capitol Police (USCP) Headquarters, Identification Section, Fairchild Building, 499 South Capitol Street, between 8:30 a.m. and 11:30 a.m. to be fingerprinted. Once fingerprinted the USCP Officer will sign the authorization memo, the vendor should return the signed form to CAO Human Resources.

*Note:* Fingerprint cards may also be completed by a remote authorized law enforcement agency and returned via FedEx (overnight) to the HIR Vendor Management Team at H2-608 Ford House Office Building, Washington DC, 20515 or via FedEx overnight service. **Do not mail by US Postal Service.** Please contact the COR or POC for more information and qualifying criteria.

C. Usually within seven (7) business days CAO Human Resources will receive the criminal background report from the Capitol Police. CAO Human Resources will review the results against an established set of criteria. Depending on the nature and severity of any criminal history that is discovered, the review of the background report may take additional time. Once a decision is made CAO Human Resources will notify the COR or POC of the approval or disapproval for a vendor ID. If approved, the COR or POC will receive instructions for the Contractor to report to Office of the Sergeant at Arms, Identification Services Room 321, Cannon House Office Building to receive their House Vendor ID.

D. All Contractor employees working on the Contract with access to House facilities or information are required to be cleared by the Capitol Police, at a minimum of every three (3) years. However, further background checks may be conducted at any time as is warranted.

**Attachment J.10 – Index of Supplemental Documents Incorporated by Reference and available upon request and submission of Non-Disclosure Agreement:**

- A. Basic and Advanced Features for House Correspondence Management Systems
- B. CMS Evaluation Process
- C. Digital Mail Interface Specifications
- D. [Reserved]
- E. House Information Resources CMS Data Interchange Standard
- F. House XML Tag Set
- G. House Information Security Policies and Publications (HISPOLs and HISPUBs)
- H. Committee on House Administration Transition Policies

**Attachment J.11 – Index of Supplemental Documents Incorporated by  
Reference and available on House site – [www.house.gov](http://www.house.gov):**

- A. Rules of the House of Representatives
- B. House Ethics Manual
- C. Members' Congressional Handbook
- D. Committees' Congressional Handbook

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# The United States House of Representatives Web Systems Publication – Communicating With Congress Level of Service Standards (CMS Vendors)

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**Version:** 1.1

**Approved:** December 2015

**Approval Authority:** Director, Web Systems, House Information Resources, Office of  
the Chief Administrative Officer

## **Communicating With Congress Level of Service Standards (CMS Vendors)**

### **§ C.1. Scope**

This document sets the standards for levels of service pursuant to § 6.0(c) of the Statement of Work of the Technology Service Contract between the Vendor and the House.

### **§ C.1A. Purpose**

The goal of the Communicating With Congress System (the “System”) is to create an improved method of transmitting advocacy generated constituent communications to offices of the U.S. House of Representatives (the “House”). The System is to be used exclusively to communicate to the offices of each House Member, Delegate, and Resident Commissioner. The System does not provide an opportunity to communicate with committee, leadership, or support offices.

### **§ C.2. Definitions**

For purposes of this document:

- (a) “CAO” means the Office of the Chief Administrative Officer;
- (b) “CWC” means the Communicating With Congress service;
- (c) “holiday” means any Federal Government holiday and any other day that the CAO is closed;
- (d) “respond” means a response by a human being, and does not include any automatically generated response

### **§ C.3. Data transmission contents**

All data transmissions from the CWC are expected to comply with the XML standards contained in *Communicating With Congress Standards*, version 1.0. Vendors will process the transmissions even if they do not comply with the *Standards*.

### **§ C.4. Responses to Vendors by the CAO**

- (a) When a CMS Vendor communicates to the CAO by telephone or email, the CAO will respond within 72 hours (excluding Saturdays, Sundays, and holidays).
- (b) For purposes of this section,
  - (i) telephone communications to the CAO should be made to (202) 226-2140;
  - (ii) email communications to the CAO should be made to [cwc.Vendors@mail.house.gov](mailto:cwc.Vendors@mail.house.gov)
  - (iii) fax communications to the CAO should be made to (202) 226-1872.

### **§ C.5. Responses to the CAO by Vendors**

- (a) When the CAO communicates to a CMS Vendor by telephone or email, Vendor will respond within 72 hours (excluding Saturdays, Sundays, and holidays).
- (b) When the CAO communicates an emergency to a CMS Vendor by telephone, Vendor will respond within two hours.
- (c) For purposes of this section, communications to a CMS Vendor should be made to the email or telephone number designated for the Authorized Contractor Representative by the Vendor pursuant to § G.4(a) of the Technology Service Contract between the Vendor and the House.

### **§ C.6. Ongoing Consultations**

At the request of the CAO, the CMS Vendor shall participate in ongoing consultations with the CAO. The CAO will determine the frequency of such consultations.

### **§ C.7. Downtime notification**

- (a) The CAO will provide the CMS Vendor with at least 48 hours advance notice prior to non-emergency downtime of the System. In the event of an emergency, the CAO will endeavor to provide timely notice.
- (b) The supporting services for the CWC operate with a maintenance window from midnight to 6 a.m. These systems may undergo maintenance that may affect the CWC without a 48 hour notice.

### **§ C.8. Testing**

- (a) The CAO will provide a sandbox area where each CMS Vendor may test their applications against the CWC.
- (b) The CAO will notify each CMS Vendor at least one month prior to implementing a major change to the CWC. Included in the notification will be instructions as to how the Vendor may test their applications against the changed system during the one month period.

### **§ C.9. Suspension (or limitation) of operations**

If the CAO determines that it would be advisable (in order to protect the availability, functionality, operability, or security of the CWC or any other system of the House), the CAO may either suspend operation of the CWC or may limit the amount of data being received by or being released by the CWC. The CAO will endeavor to notify the CMS Vendors when such a determination has been made.

### **§ C.10. Acknowledgement of receipt**

Inquires about the delivery status of a specific message or campaign should first be made by an Office to their CMS Vendor. CMS Vendors have the capability to poll designated Exchange mailboxes and query the CWC database via http. In the event a CMS Vendor is not able to provide the requested information, CAO Web Systems will endeavor to assist with the resolution of the Office's request.

**§ C.11. Retrieval and retention of messages**

Each Office's CMS will be configured to retrieve messages from the CWC on regularly scheduled, ongoing basis (except for those times designated in § C.7, above). The CWC will retain messages for up to sixty (60) calendar days from date of receipt for the sole purpose of facilitating availability to the addressed office, if required.

**§ C.12. Changes to these Standards**

The CAO shall provide reasonable notice to CMS Vendors when changes are made to these standards. Changes to these standards will take effect immediately or as they themselves provide.

**§ C.13. Offices not wishing to receive CWC messages**

The CMS Vendor of any House Office that does not wish to receive advocacy messages from the CWC will implement those preferences within their CMS package; effectively deleting messages as there are processed. The CWC does not store the advocacy message preferences of an office.

**§ C.14. Inclusion of offices into CWC**

Except as otherwise provided by the Committee on House Administration:

- (a) The CAO shall set deadlines for when each House Member, Delegate, and Resident Commissioner Office of the House will be provided with CWC services by their CMS Vendor.
- (b) If a Member, Delegate, and Resident Commissioner signs a Client Work Order for CMS Services on or after January 1, 2016, the CMS Vendor shall provide CWC services to that office within 1 business day after the Client Work Order takes effect.

**Changes between versions 1.0 (June 2013) and 1.1 (December 2015)**

Section C.1 – replaced “the Communicating with Congress Usage Agreement and Application for Access between the CAO and Vendors who are providing correspondence management systems to Members of the U.S. House of Representatives” with “§ 6.0(c) of the Statement of Work of the Technology Service Contract between the Vendor and the House”.

Section C.1A – added new section

Section C.4(a) – replaced “24 hours” with “72 hours”.

Section C.5(a) – replaced “24 hours” with “72 hours”.

Section C.7.(a) – replaced “CAO will provide the CMS Vendor with at least 48 hours notice of non-emergency downtime of the System” with “CAO will provide the CMS Vendor with at least 48 hours advance notice prior to non-emergency downtime of the System”.

Section C.13 – added new section

Section C.14 – added new section