

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.
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:	If to the Client:	If to the House:
Name: _____	Name: _____	Email: _____
Email: _____	Email: _____	TechServicesContract@mail.house.gov
Phone: _____	Phone: _____	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: _____ to _____

Monthly Price: \$ _____ Total Amount Not-to-Exceed: \$ _____

One-Time Payments

Setup Fee: \$ _____ Service Date(s): _____

Data Conversion Fee: \$ _____ Service Date(s): _____

Other: \$ _____ Service Date(s): _____

2. Maintenance Services

Recurring Payments

Plan Name: _____

Period of Performance: _____ to _____

Monthly Price: \$ _____ Total Amount Not-to-Exceed: \$ _____

Time and Materials

Service(s): _____

3. Systems Administration Services

Recurring Payments

Plan Name: _____

Period of Performance: _____ to _____

Monthly Price: \$ _____ Total Amount Not-to-Exceed: \$ _____

Time and Materials

Service(s): _____

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 services consistent 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 H.17 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 with 30 days' written notice to the Contractor and the House as stated in Section 10 above. 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. 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: