Web Development, Hosting and Related Services
(Attachment)

1) The Term of this agreement shall not exceed the 111th Congress.

2) Pre-payments

Pre-payments for these products and/or services are not authorized.

3) Web Development

For payment purposes, Web Development shall be primarily identified as a specific deliverable (end product) with a target delivery date. This may include milestones for partial delivery, e.g., basic design, beta (draft) version, production version. Payment of deliverables will be authorized only after delivery and acceptance. Web Development may also include follow-on services for enhancement. Payment of these services will be allowed only after the service has been performed and accepted and may be billed on a monthly basis.

4) Web Hosting and Related Services

Payment of services will be allowed only after the service has been performed and accepted. Annual billing may be submitted but payments will only be made on a monthly basis for the prior month's service.

Web hosting shall be primarily identified as the delivery of a client's Web site content to Internet-based customers. Web hosting includes, but is not limited to, an adequate Internet connection to support the expected number of customers, the Web server and hardware with adequate system resources to support the expected customer demand, system administration of the Web server, back-up and recovery functionality, physical space on the House campus, and an agreement with the client regarding service level agreements (e.g., Web site up/down time).

5) E-mail Matching

E-mail Matching is usually paid upon delivery. If, however, the service is more continuous in nature, then payment will be allowed only after the service has been performed and accepted.

6) Vendor Invoices

Vendor Invoices shall contain at a minimum the following information:
   a. Customer name, e.g., Congressional Office
   b. Vendor name, address, phone number and contact person
   c. Vendor Invoice number
   d. Purchase Order Number (if applicable)
   e. Electronic Funds Transfer (EFT) Information if not previously given
   f. Description of Work performed or Product Delivered and associated cost, e.g., Date of delivery or period during which service was provided. Clearly distinguish between Web Development and Web Hosting.

The Finance Office will return to the Member office any vouchers and accompanying vendor invoices that do not include the information described above.

7) Departing Members

Vendors who host the website of a Departing Member are to provide a copy of each such website to the Web Solutions Branch of House Information Resources, within thirty days of the Member's departure from the House. Upon request, a copy of the website of each Departing Member's website will be provided to that Member by the Web Solutions Branch of House Information Resources.

8) Cancellations

In the event that a contract between a vendor and a House office is cancelled by either party, the vendor will (at the option of the House office) provide the office with a copy of the office's website in a format designated by the Web Solutions Branch of House Information Resources and will continue to make the office's website available to the general public on the Internet until a copy of the website is available on the Internet to replace the website that resided on the vendor's web server. During this period, the office will continue to be responsible for hosting fees that were in force before the cancellation of the contract.

Questions may be directed to the CAO Office of Procurement (202) 225-2921

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9) <u>**Standards**</u>

All web work product provided by the vendor to a House office will comply with the Rules and regulations of the House (including, as appropriate, the *Members' Congressional Handbook* or the *Committees' Congressional Handbook*); the policies and publications of Information Systems Security Office of House Information Resources; the accessibility standards set out in § 508 of the Rehabilitation Act of 1973; and the World Wide Web Consortium's Web Content Accessibility Guidelines and Extensible Hypertext Mark-up Language (XHTML) Specification.

The Vendor agrees that the above terms and conditions supersede and take precedence over any other vendor terms and conditions.

Vendor: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____