



**Purchasing Department**

P.O. Box 750416  
Dallas, Texas 752752

REQUEST FOR PROPOSALS

*RFP Number: 20250310*

*Security Services at the George W. Bush Presidential  
Center*

All Bids in Response to this RFP are Due Before:

Friday, March 21, 2025 at 3:00 pm CDT

## 1.0 GENERAL OVERVIEW

### 1.1 Background

As a private, tax-exempt university enriched by its United Methodist heritage and partnership with the Dallas-Fort Worth area, Southern Methodist University (SMU) seeks to enhance the intellectual, cultural, technological, ethical, and social development of a diverse student body. SMU offers undergraduate programs centered on the liberal arts and excellent graduate, professional, and continuing education programs. The SMU experience also includes accessible faculty in small classes and abundant opportunities for research experience, international study, leadership development, and service and internship opportunities beyond campus – all with the goal of preparing students to become contributing citizens and leaders for our state, nation and world.

SMU has approximately 11,000 students studying in eight degree-granting schools: Cox School of Business, Dedman College of Humanities and Sciences, Meadows School of the Arts, Bobby B. Lyle School of Engineering, Dedman School of Law, Annette Caldwell Simmons School of Education and Human Development, Perkins School of Theology and Moody School of Graduate and Advanced Studies.

The George W. Bush Presidential Center (GWBPC) is located on the SMU campus, encompassing approximately 227,000 square feet over roughly 25 acres. The GWBPC is a nonpartisan institution advancing the timeless values of freedom, opportunity, accountability, and compassion. The Bush Center comprises the George W. Bush Presidential Library and Museum and the George W. Bush Institute, a solution-oriented policy organization focused on ensuring opportunity for all, strengthening democracy, and advancing free societies through policy solutions and public engagement. The Bush Center also houses the George W. Bush Presidential Library and Museum, operated by the National Archives and Records Administration (NARA), which provides access to official documents and artifacts from the George W. Bush Administration.

NARA will be responsible for providing security to the entire complex. SMU has entered into an agreement with NARA to provide security officers and services needed to protect the George W. Bush Presidential Center. SMU is now soliciting proposals from independent Offerors to provide the security operations in accordance with NARA's requirements.

### 1.2 Overview and Purpose

On May 1, 2013, the Bush Museum opened its doors, and in the almost twelve years since, has welcomed more than 1.9 million visitors from across the Nation and the world. Visitors have an opportunity to explore the permanent exhibit, which offers a moving display on September 11, 2001, a replica Oval Office, and an interactive experience in presidential decision-making.

The George W. Bush Presidential, Library, Foundation and Institute (Bush Center), a Level III rated Federal Facility (based on Federal Facility Security Level Determinations for Federal Facilities dated September 14, 2023) has a requirement to ensure the safety and security of the occupants and contents of the buildings and common areas, to include a minimal area of exterior premises' surrounding the building based on the site property line of the buildings. Of major importance within this area of responsibility is the need for highly qualified, highly skilled security personnel working at the Bush Center providing a daily deterrent against unauthorized or illegal activities and responding to potentially life-threatening situations directed toward

employees, visitors, holdings, information, programs, property, etc. These individuals are known generally as Security Officers (SOs) under this contract. The leadership built into this contract is known by their titles Supervisor and Lead Officer(s), and designated rank insignia.

This Request for Proposals (“RFP”) is being issued for the purpose of soliciting proposals for an Offeror to furnish management, supervisory, administrative, professional and technically trained security personnel including training, uniforms, equipment, materials, and supplies necessary to staff, operate and provide routine and emergency protective and security support services. Such services are to be provide in accordance with the contract Post Orders, Special Security Order and Emergency Action Plans (EAP) for the GWBPC, verbal or other written legal orders issued by the Contracting Officer’s Representative (COR). See the statement of work provided in Exhibit 2.

For purposes of this Request for Proposals, George W. Bush Presidential Center (GWBPC) will be used throughout to refer to all components of the complex. The terms “Offeror” and “Contractor” are used interchangeably throughout this document.

An initial one year term will be established with yearly options up to a maximum of five years, as determined by the Purchasing Department. One-year options will be exercised as long as service and quality remain excellent and pricing competitive.

SMU will review each proposal submitted and may select one or multiple providers that are qualified and will meet the needs of the university. SMU may also elect to continue with current contractors providing these scopes of work. SMU does not guarantee any minimum or maximum amount of business during the term of the contract.

## 2.0 RFP PROPOSAL SCHEDULE AND REQUIREMENTS

### 2.1 Schedule

Issue Request for Proposal	March 10, 2025
Last Day for Questions by 3:00 p.m.	March 14, 2025
Closing Date by 3:00 p.m.	March 21, 2025
Contract Start Date	June 1, 2025

### 2.2 Questions and Inquiries

All inquiries concerning the RFP should be directed to:

**Shannon Brown, Director**  
 SMU Purchasing Department  
 Email: shannonbrown@smu.edu  
 Phone: 214-768-7909

Questions should be submitted in writing via email. Written questions should be directly tied to the RFP and should be asked in consecutive order, following the organization of the RFP and reference the RFP section. General questions will be shared with all firms who participate in the process.

Short procedural inquiries may be accepted by phone or email by the buyer. However, oral explanations or instructions given over the telephone shall not be binding upon the University.

## **2.3 Operational Contacts**

The primary contacts for the operational component of the final contract are listed below.

### **SMU Police Department**

Jim Walters, Chief  
or his designee

### **SMU Purchasing Department**

Shannon Brown, Director of Purchasing

## **2.4 Completion of Submission Requirements**

Ensure that all forms and additional information are completed in their entirety.

Ensure that exceptions taken to any terms and conditions as stated in the RFP are addressed and include complete rationale, justification, and cost impact.

## **2.5 CONTRACT CLAUSES AND SOLICITATION PROVISIONS**

2.5.1 Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.

2.5.1 Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.

2.5.3 FAR 52.212-1 "Instructions to Offerors" and FAR 52.212-3, "Offeror Representatives and Certifications-Commercial Items" will be physically removed from any resultant award.

2.5.4 Addenda items are denoted by "addenda" in the clause or provision.

Note to Offeror: SMU reserves the right to evaluate proposals and award a contract without discussions. Therefore, the initial offer should contain the Offeror's best term from a price and technical standpoint.

## **2.6 Submission of Offers**

Each Offeror will be required to submit one (1) electronic PDF copy of their offer in response to this RFP. The due date to submit bids is listed above in Section 2.1.

Bid proposals, modifications or withdrawals received after the date set for receipt of bids may not be considered. Bids submitted in response to the RFP shall be valid for ninety (90) days from the closing date.

## **2.7 Publicity**

No announcement concerning the negotiation or award of a contract as a result of the RFP shall be made by Offeror without the prior written consent of SMU. Offeror shall not use in their external advertising, marketing programs, or other promotional efforts any data, pictures or other representation of SMU without prior written consent of Southern Methodist University.

## **2.8 Anti-Lobbying Provision**

Offerors, including their agents and representatives and sub-consultants, shall not undertake any activities or actions to promote or advertise their proposal or to seek favor with any member of the Board of Trustees of SMU, SMU staff or faculty, or members of the RFP Selection Committee except in the course of SMU-sponsored inquiries, briefings, interview or presentations.

## **2.9 Bidder Responsibility**

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given because contractor's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the contractor represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

## **2.10 Cost Liability**

SMU assumes no responsibility and bears no liability for costs incurred by firms in the preparation and submittal of proposals in response to this RFP.

## **2.11 Revisions to this RFP**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by an Amendment. RFP Amendments will be emailed to participants and posted on the Purchasing web page under the Open Solicitations tab. Any amendment to this RFP shall become part of this RFP.

## **2.12 Proposal Acceptance/Rejection**

SMU reserves the right to reject any or all proposals, to waive technicalities, to make inquiries and request additional information from all Proposers, and to award preferred provider contracts in whole or in part as deemed to be in the best interest of SMU. SMU reserves the right to negotiate with any contractor if such action is deemed to be in the best interest SMU.

# **3.0 SERVICE AND PROPOSAL REQUIREMENTS**

## **3.1 Proposal Requirements**

To insure consistency, all proposals submitted should follow the order presented below in an understandable and well-organized manner.

### **Executive Summary**

Preface the proposal with an Executive Summary of two (2) pages or less giving a concise summation of the proposal. The summary should identify the firm, history and organization of your business, provide the name of the principal contact and be signed by an officer of the firm.

## **Firm, Service Office Qualifications**

The Offeror shall submit a written quotation to SMU officials for the purposes of assuring that they fully understand the scope of this contract and have the capabilities to fulfill all the Statement of Work requirements. SMU intends to issue a contract based on the initial proposal and will incorporate the written proposal into the contract.

**Technical Quotation (Volume 1).** The Offeror's Technical proposal to SMU must demonstrate the Offeror's technical approach & management and quality control as shown separately below. However, resource information such as data concerning labor hours, categories, material, and subcontracts must be contained in the quotation so that the Offeror's understanding of the SOW can be evaluated.

- a. **Technical Approach.** SMU will assess the Offeror's demonstrated technical knowledge and competence with regard to the requirements and program objectives; understanding of, and approach to the work that the Offeror would have to perform under the prospective contract.
- b. **Management and Quality Control.** SMU and NARA will assess the suitability of the Offeror's management and key personnel who will work with the NARA project manager as well as the management of challenges and risks, such as staffing (i.e. recruitment and retention of quality security officers) and comprehensive training, as evidenced by the Quality Control Plan. The Offeror shall also provide resumes of key personnel. To help ensure the key personnel quoted will be those that will perform NARA requests the Offeror to submit commitment letters for those listed as key personnel. Commitment letters should be submitted with resumes.
- c. **Provide a proposed organization chart** indicating titles (including specific individuals names where available) of key staff responsible for administering a successful program for SMU. Briefly describe the role each individual will play and the percentage of time each will devote to the account. Include the number and size of the account each primary team member services. Include biographies and relevant experiential backgrounds and assets of the proposed service team. Provide information concerning the independence of the key person who is responsible for executing any agreement and their ability to make decisions without further coordination with higher management.
- d. **Provide evidence of "SAFETY Act" classification** (Support Anti-terrorism by Fostering Effective Technologies Act) (i.e. Training and Evaluation, Designation or Certification) as preference will be given to such a contractor.
- e.

- f. Provide evidence that you are licensed to provide these services in Texas.

**Price Quotation (Volume II).**

- a. Performance is for the base contract and option years. For pricing purposes, the Offeror must use a start date of June 1, 2025. Your pricing quotation should provide a Supervisor to be onboard May 1<sup>st</sup> for the start-up operation, hiring, uniform and equipment acquisition, storage and other preparatory work including interviewing and hiring. The total security force shall fully commence security operations for the June 1, 2025 day shift.
- b. The Offeror must provide the following information on the first page of the pricing quotation:
- (1) RFP Number;
  - (2) Name and address of Offeror;
  - (3) Name and telephone number of point of contact;
  - (4) Name of contract administration office (if available);
  - (5) Type of Contract;
  - (6) Date proposal is valid through;
  - (7) DUNS Number;
  - (8) Taxpayer Identification Number (TIN); and
  - (9) Proposed prices per the Schedule - best prices offered to the SMU/Government.
- c. All other direct costs (ODCs) items must be separately identified and explained.
- d. In order to expedite review of the quotation, Offeror must submit an electronic copy in a format compatible with a searchable PDF format that clearly details the breakdown of the quoted monthly prices by labor category, labor hours, labor rates, burdened rates, materials, equipment, supplies, etc. SMU utilizes the electronic spreadsheets during the review of proposed prices for such things as math checks, the use of correct escalation, and other information. Offeror must include the formulas and factors used in calculation of the data.
- Certified cost or pricing data is not required.** All pricing proposals must be complete and inclusive of all services included in this RFP for a five (5) year term. Your proposed fee must be supported with sufficient information to allow SMU to evaluate whether the annual cost is reasonable and how it compares to other proposals.
- Based on the scope of work outlined in this proposal, provide a description of your preferred remuneration basis, and willingness to consider others. Based on your experience with similar accounts and services, estimate the annual costs.
  - Indicate services to be included in the base remuneration and those that are provided for an additional fee. Indicate any discretionary

services outlined in your proposal that are not included in your fees. In addition, indicate the method for determining the cost of any additional or supplemental services.

## **References**

Each contractor must submit a minimum of three (3) letters of recommendation. Letters of recommendation must be submitted on the letterhead of the party submitting the recommendation. SMU may initiate contact with the references.

## **Economic & Financial Capacity**

This section will include information concerning the financial viability of the contractor, supplier or service provider and information necessary for the evaluation of minimum economic & financial status. This should include representative reports such as an annual report, employee salary ranges, income statement, balance sheet or tax information detailing the strength & solvency of your firm. This should also include the type of business, and filing status. Evidence of insurance as outlined in Exhibit 1 below shall be provided with your proposal.

## **Acceptance of SMU Terms & Conditions**

Each respondent will address their acceptance of SMU's Terms & Conditions as attached with the contract marked George W. Bush Center Security Services. Non-acceptance of SMU Terms & Conditions may be the basis for non-selection. The standard contract will be provided by separate e-mail after this RFP is issued.

## **4.0 EVALUATION CRITERIA FOR AWARD**

### **4.1 Evaluation Information**

SMU will utilize a selection committee for the evaluation of the RFP. Generally, the selection team consists individuals directly involved with the operations under the contract.

The selection committee will ensure that the provider with the best overall value to the University will be selected. Factors that will be considered to determine "the best value" include, but are not limited to those listed in Section II - qualifications, service approach, specialized experience and compensation. Additionally, sundry factors include past service levels, financial condition and perceived reliability and presentation. The selection committee shall be the sole judge of the comparative evaluation of the bids received. The decision of the selection committee will be final. Southern Methodist University reserves the right to reject any and all bids.

## 4.2 Evaluation Criteria and Weights

Each proposal shall be evaluated on the ability to meet the SOW and SMU's requirements and to provide the best value to the University. Proposals shall be evaluated by assigning points to each item.

SMU will utilize the selection committee for the evaluation of this RFP. The evaluation will include the overall response to the RFP and the general requirements defined in the RFP. SMU will evaluate and make the award on the proposal that is determined to be the best value based on the stated criteria. Responses from providers that do not demonstrate fidelity to stated requirements may be rejected at any point of the evaluation.

The evaluation will result in a scoring of the following items and a comparison to the other submitted proposals to determine the best value.

Offeror's technical approach and management and quality control.

- a) Offeror's technical approach and management and quality control.
- b) Firm's comprehensive responses to the Business Objectives and to comply with all SMU, local, state and federal regulations.
- c) Firm's comprehensive responses to requirements as requested in the Proposal Content Requirements.
- d) Quality of the proposal, responsiveness to requirements and adequacy of information provided.
- e) Offeror's price quotation.
- f) Acceptance of SMU Terms and Conditions, including insurance requirements.
- g) Previous work experience and reputation.
- h) References from similar accounts which are comparable to the George W. Bush Presidential Center.
- i) SAFETY ACT Classification and ability to be licensed to provide these services in the State of Texas.

Companies submitting proposals should bear in mind the competitive nature of the proposal process and the fact that SMU will be looking for proposals that offer the best advantage to SMU and should draft their proposal accordingly.

## 5.0 SCHEDULE OF LABOR AND SCOPE OF SERVICES

### Enclosures:

- Enclosure A – Schedule of Prices
- Enclosure B – Statement of Work (Sow)
- Enclosure C – Addenda to FAR 52.212-4
- Enclosure D – Quotation Submission Instructions

### ENCLOSURE A SCHEDULE OF PRICES

#### 1.0 SUPPLIES AND/OR SERVICES TO BE FURNISHED

1.1 The purpose of this contract is to purchase Security Guards Support Services for the National Archives Records and Administration (NARA), for the George W. Bush Center. This is a fixed price contract. All work must be performed under the terms and conditions of this contract as Firm-Fixed Price (FFP) or not to exceed. The FFP must include the fully burdened cost for delivery and services required by this contract.

1.1.1 **Firm Fixed Price (FFP).** The Contractor must furnish all the work that can be identified in advance both in sufficient detail and quantities, and for which a fair and reasonable price can be obtained. Hours portrayed are directly tied to post hours in the Statement of Work (SOW). ALL work in the SOW, except Additional Services work, is considered FFP work.

1.1.2 **Additional Services.** The Government does not guarantee any Additional Services work will be ordered. The Additional/Emergency Services dollar value ceiling that the Government may order is a Not-to-Exceed (NTE) total of \$125,000 in the Base Year and each Option Year. If the Government orders Additional Services in the amount less than the NTE amount, this circumstance will not constitute the basis for an equitable price adjustment. The Vendor must not proceed with any Additional Services work unless the work has been authorized by the Contracting Officer or Contracting Officer's Representative (COR) in writing or, if verbally, followed up in writing, within one business day. The NTE amount listed in each performance period is the maximum amount the Government has reserved for applicable additional services.

#### 2.0 DEFINITIONS:

2.1 **Productive Hours.** As used in this contract, the term "productive hour" is defined as only actual working time of the shift supervisors, assistant-supervisors and the armed security guards performing post duties described in the post orders outlined in SOW, Attachment 2.

2.1.1 **Scheduled Man-Hours.** Security guard services are required 24 hours a day, 7 days a week with actual hours scheduled varying by individual post. The Supervisor will be notified as far in advanced as possible when it is determined that a change in hours will be required. In case of an emergency, NARA reserves the right to notify the security officer or Lead Officer directly and later (as soon as time permits) advise the Supervisor.

2.1.2 **Armed Supervisor Man-hours.** The man-hours stated in SOW, **Attachment 1, Productive Labor Category Summary Requirements**, are the estimated man-hours of supervision which have been predetermined as essential to provide the degree of supervision required by the Government. As used herein, the term "Supervisory man-hours" will include only the actual working time of employees performing supervision.

**2.1.3 Armed Lead Officer.** The man-hours stated in SOW, **Attachment 1, Productive Labor Category Summary Requirements**, are the estimated man-hours of the lead officer which have been predetermined as essential to provide the degree of supervision required by the Government. As used herein, the term "Lead Officer man-hours" will include only the actual working time of employees performing assistant-supervision.

**2.1.4 Armed Security Officer Productive Man-hours.** The manpower requirements outlined in SOW, **Attachment 1, Productive Labor Category Summary Requirements**, are the estimated productive man-hours determined by the Government as essential to perform the work required by this contract. As used herein, the term "Productive man-hours" will include only the actual working time of employees performing services.

**2.2 Support Hours.** As used in this contract the term "support hour" is defined as all other hours excluded from the term "productive hours" including non-work hours such as vacation leave and holiday leave, etc.; other hours that by this definition are not included in the productive work hours calculations such as relief and break hours for personnel standing post; guard mount or posting time and administrative support.

**2.3 Break Periods.** Security Officers will be provided rest room, unpaid meal breaks in the amount of at least 30 minutes, and other breaks as appropriate. No security officer will be authorized to leave their post during their tour of duty except when properly relieved. It is the responsibility of the contractor to provide a break relief security officer and to coordinate a schedule for security officers, so the necessary building security and posts are manned as required at all times during a break period. The break relief security officer will not be pulled from an active post unless under emergency conditions, with approval of the COR. The shift supervisor will not perform break relief duties.

**2.4 Composite Hourly Rate.** The unit price for all labor priced Contract Line Item Numbers (CLIN) is based on the contractor's original composite hourly prices. The unit price is considered fixed and will only be changed in accordance with (IAW) the applicable Collective Bargaining Agreement (CBA). The Government will not pay any other hourly rates; all shift differentials or weekend/holiday rates are considered included in the composite hourly rate.

**3.0 SHIFT SUPERVISORS AND ARMED SECURITY OFFICERS.** Shift Supervisors and Armed Security Guards are considered "Productive hours".

**4.0 OVERTIME.** The Government will not pay overtime rates except in emergency situations. It is the vendor's responsibility to schedule his employees so that, in normal circumstances, overtime will not be worked. In an emergency situation (such as when weather conditions prevent employees from reaching work, or when there is an imminent and serious threat to the security of the National Archives Buildings or its occupants), the COR, or his designee, may authorize employees to work overtime. This will be done on a case-by-case basis and will be confirmed in writing. **OVERTIME NOT APPROVED IN ADVANCE BY THE COR, OR HIS DESIGNEE, IS SUBJECT TO GOVERNMENT DISAPPROVAL AND NON-REIMBURSEMENT.**

## **5.0 PRICING.**

**5.1** The contractor shall provide an estimated cost for all CLINs, except for the ADDITIONAL SERVICES CLINs (0004, 0011, 0018, 0025, and 0032) IAW SOW; and RESERVED CLINs (0007, 0014, 0021, 0028, and 0035) for each contract period specified above (Base Year through Option Year 4).



**8.0 REQUIREMENT.**

**8.1** The Contractor is required to provide all management supervision, labor, material, supplies, and equipment described herein accordance with the Statement of Work (SOW), and shall plan, schedule, coordinate, and assure effective performance at the George W. Bush Center located at Southern Methodist University (SMU), Dallas, Texas, of the following:

<b>Base Year: 1 month – 12 months</b>					
CLIN	Description	Qty.	Unit	Unit Price	Fixed Price
0001	Base Year Security Guard services at the George W. Bush Center in accordance with the Statement of Work (SOW)	12	Mo.	\$	\$
0002	Base Year Supervisor services at the George W. Bush Center in accordance with the Statement of Work (SOW)	12	Mo.	\$	\$
0003	Base Year Lead Officer services at the George W. Bush Center in accordance with the Statement of Work (SOW)	12	Mo.	\$	\$
0004	Base Year Additional/Emergency Services (Special Events, Unscheduled Events, Emergency Situations, and Homeland Security Incidents) in accordance with SOW paragraph 3.4 and Table 3(f).  The Government does not guarantee that any hours will be ordered.	1	Lot	NTE \$125,000.00	NTE \$125,000.00
0005	Base Year Other Direct Costs (ODCs) at the George W. Bush Center in accordance with the Statement of Work (SOW)	1	Mo.	\$	
0006	Base Year Data Deliverables	1	Lot		NSP
0007	Base Year RESERVED				
<b>TOTAL BASE YEAR CONTRACT PRICE:</b>					<b>\$</b>

<b>Option Year I: 13 months – 24 months</b>					
CLIN	Description	Qty.	Unit	Unit Price	Fixed Price
0008	Option Year I Security Guard services at the George W. Bush Center in accordance with the Statement of Work (SOW).	12	Mo.	\$	\$
0009	Option Year I Supervisor services at the George W. Bush Center in accordance with the Statement of Work (SOW).	12	Mo.	\$	\$
0010	Option Year I Lead Officer services at the George W. Bush Center in accordance with the Statement of Work (SOW).	12	Mo.	\$	\$
0011	Option Year I Additional/Emergency Services (Special Events, Unscheduled Events, Emergency Situations, and Homeland Security Incidents) in accordance with SOW paragraph 3.4 and Table 3(f) :  The Government does not guarantee that any hours will be ordered.	1	Lot	NTE \$125,000.00	NTE \$125,000.00
0012	Option Year I Other Direct Costs (ODCs) at the George W. Bush Center in accordance with the Statement of Work (SOW).	1	Mo.	\$	
0013	Option Year I Data Deliverables	1	Lot		NSP
0014	Option Year I RESERVED				
<b>TOTAL OPTION YEAR 1 CONTRACT PRICE:</b>					<b>\$</b>

<b>Option Year II: 25 months – 36 months</b>					
CLIN	Description	Qty.	Unit	Unit Price	Fixed Price
0015	Option Year II Security Guard services at the George W. Bush Center in accordance with the Statement of Work (SOW).	12	Mo.	\$	\$
0016	Option Year II Supervisor services at the George W. Bush Center in accordance with the Statement of Work (SOW).	12	Mo.	\$	\$
0017	Option Year II Lead Officer services at the George W. Bush Center in accordance with the Statement of Work (SOW).	12	Mo.	\$	\$
0018	Option Year II Additional/Emergency Services (Special Events, Unscheduled Events, Emergency Situations, and Homeland Security Incidents) in accordance with SOW paragraph 3.4 and Table 3(f):  The Government does not guarantee that any hours will be ordered.	1	Lot	NTE \$125,000.00	NTE \$125,000.00
0019	Option Year II Other Direct Costs (ODCs) at the George W. Bush Center in accordance with the Statement of Work (SOW).	1	Mo.	\$	
0020	Option Year II Data Deliverables	1	Lot		NSP
0021	Option Year II RESERVED				
<b>TOTAL OPTION YEAR 2 CONTRACT PRICE:</b>					<b>\$</b>

<b>Option Year III: 37 months – 48 months</b>					
CLIN	Description	Qty.	Unit	Unit Price	Fixed Price
0022	Option Year III Security Guard services at the George W. Bush Center in accordance with the Statement of Work (SOW).	12	Mo.	\$	\$
0023	Option Year III Supervisor services at the George W. Bush Center in accordance with the Statement of Work (SOW).	12	Mo.	\$	\$
0024	Option Year III Lead Officer services at the George W. Bush Center in accordance with the Statement of Work (SOW).	12	Mo.	\$	\$
0025	Option Year III Additional/Emergency Services (Special Events, Unscheduled Events, Emergency Situations, and Homeland Security Incidents) in accordance with SOW paragraph 3.4 and Table 3(f):  The Government does not guarantee that any hours will be ordered.	1	Lot	NTE \$125,000.00	NTE \$125,000.00
0026	Option Year III Other Direct Costs (ODCs) at the George W. Bush Center in accordance with the Statement of Work (SOW).	1	Mo.	\$	
0027	Option Year III Data Deliverables	1	Lot		NSP
0028	Option Year III RESERVED				
<b>TOTAL OPTION YEAR 3 CONTRACT PRICE:</b>					<b>\$</b>

<b>Option Year IV: 49 months – 60 months</b>					
CLIN	Description	Qty.	Unit	Unit Price	Fixed Price
0029	Option Year IV Security Guard services at the George W. Bush Center in accordance with the Statement of Work (SOW).	12	Mo.	\$	\$
0030	Option Year IV Supervisor services at the George W. Bush Center in accordance with the Statement of Work (SOW).	12	Mo.	\$	\$
0031	Option Year IV Lead Officer services at the George W. Bush Center in accordance with the Statement of Work (SOW).	12	Mo.	\$	\$
0032	Option Year IV Additional/Emergency Services (Special Events, Unscheduled Events, Emergency Situations, and Homeland Security Incidents) in accordance with SOW paragraph 3.4 and Table 3(f):  The Government does not guarantee that any hours will be ordered.	1	Lot	NTE \$125,000.00	NTE \$125,000.00
0033	Option Year IV Other Direct Costs (ODCs) at the George W. Bush Center in accordance with the Statement of Work (SOW).	1	Mo.	\$	
0034	Option Year IV Data Deliverables	1	Lot		NSP
0035	Option Year IV RESERVED				
<b>TOTAL OPTION YEAR 4 CONTRACT PRICE:</b>					<b>\$</b>

<b>GRAND TOTAL FOR BASE AND OPTION YEARS:</b>	<b>\$</b>
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**ENCLOSURE B  
STATEMENT OF WORK**

**1.0 SCOPE OF WORK**

The Contractor will furnish management, supervisory, administrative, professional, and technically trained personnel, training, uniforms, equipment, materials, and supplies necessary to staff and operate and provide routine and emergency protective and security support services in accordance with: (1) the contract; (2) Post Orders; (3) Special Security Orders, and Emergency Action Plans (EAP) for the Bush Center building and exterior premises' surrounding the building based on the site property line.; (4) verbal or other written legal orders issued by the Contracting Officer's Representative (COR). The Contractor will provide replacement or substitute equipment and staffing to continue full services required at all times. Contractor must perform this mission, regardless of weather, governmental or NARA operational status, and in times of national emergencies or crisis.

**1.1** The Contractor will also provide support to the Director of the Bush Library and the United States Secret Service to ensure that critical NARA and Bush Foundation resources are protected. The Contractor will remain abreast of current issues, trends, laws, regulations, and technologies. Security force management, supervisors, and security officers will be trained to appropriate levels of security industry standards as well as training standards specified in this contract.

**1.2** The Contractor must have an awareness of the special security demands and the procedures to protect the Bush Center and its unique contents from theft and vandalism, including inspection of parcels, handbags, briefcases, etc., potential hazards and precautions to be taken to protect both permanent and temporary exhibits.

**1.3** The Contractor will understand the procedures for controlling access and egress to all areas of the facility, especially the following areas: Museum and Gallery Exhibits; George W. Bush Institute; Museum Store; Restaurant; Ceremonial Courtyard; Parking Area; Research Rooms; Administrative Areas; Record Holding Areas and vaults containing high value items and national security material.

**1.4** The Contractor will have plans to train its personnel to interact with a diverse public of all ages and interests balancing security with the need for customer service. Demonstrate that the importance of public relations at the Bush Center is understood, and that they understand that the public relations work is to be performed in conjunction with the duties of a Security Officer.

**1.5** The Contractor will provide continuous threat assessment and evaluation to identify security weaknesses and vulnerabilities and provide recommended corrective action to the COR.

**1.6** Situations, which in the opinion of the NARA Security Director, Library Director or the COR, that represent a threat to life or property may result in recall of off-duty security personnel in accordance with SOW paragraph 3.4, Additional/Emergency Services.

**1.7** From time to time emergency or special situations may occur that will require the Contractor to make immediate changes in operational procedures, processes, plans, patrol/guard deployment and staffing levels to meet the specific situation. During such times direction will be provided by the Contracting Officer (CO) or designated Contracting Officer's Representative (COR) (see SOW paragraph 3.3.19, Emergencies).

## **2.0 DESCRIPTION OF SERVICES/REQUIREMENTS**

**2.1 Contractor Start-up Actions.** The Contractor will be responsible for providing the Supervisor and fully staffed during contract start-up. The Contractor will provide all necessary support to ensure a smooth operational start up and transition to full responsibility of all security services to begin when performance is issued. The services are vital to the Bush Center's overall effort, and continuity must be maintained at a consistently high acceptable level without interruptions. Contractor transition activities will be accomplished in accordance with this, and will commence at issuance. All transition activities are considered to be included in the firm-fixed price of the contract.

**2.1.1** Immediately after award of the contract and prior to performance, the Contractor's representative and the Contracting Officer's Representative (COR) must make an on-site in-depth review of the total job requirements for the purpose of familiarizing each SO with the facilities. Note: For SO's hired after implementation of the contract, the review will be conducted on the first day of duty. The review will include but not be limited to the following:

### 2.1.1.1 Post Orders and Emergency Action Plans.

**2.1.1.2** Bush **Center** Building access procedures (or security plans) which require the analysis and understanding of the Contractor supervisor, lead officers and the individual SO's.

**2.1.1.3** Policy and specific procedures for responding to emergency alarms, bomb threats, suspected incendiary devices, etc.

**2.1.1.4** Floor plans and area maps of the Bush Center which depict emergency evacuation routes, the location of each fire alarm (or environmental protection alarm), special instructions pertaining to security controls, and special instructions pertaining to the utility cut-off valves, switches, and security controls.

**2.1.1.5** The Occupant Emergency Plan (OEP), including a detailed review of the exact responsibility of each post.

**2.1.1.6** Operating procedures and manufacturer manuals, or NARA prepared training materials that will be used to formally instruct security console operators in the technical operation of the integrated security and environmental safety systems, include the following: interior intrusion detection system; access control system; closed circuit television system; security intercom system; vault security system; fire alarm system; and elevator status monitoring system; and external physical devices.

## 2.2 Basic Security Post Orders/Special Security Orders/Emergency Action Plans.

The Government will provide the Contractor with Post Orders/Special Security Orders/Emergency Action Plans which will list the specific tours of duty (e.g., 0800 hours to 1600 hours) and the specific security duties required of the posts during normal and emergency operations. The contract will provide the required number of personnel to perform the duties outlined in the Post Orders for each post for all applicable shifts. All security posts are subject to rotation; the frequency of rotation will depend on the post location. The control room keeps a running activity running log for all posts. The specific duties and hours of each post by shifts are described in the Supervisor, Lead Officer and Security Officer Post Orders. See **Attachment 1 for consolidated Productive Labor Category Summary Requirements** and **Attachment 2, Bush Presidential Center Security Post Hours** for details. The duty hours of posts are subject to change based on direction of the COR, but the total productive hours can only be changed through modification of this contract.

**2.2.1 Changes to Basic Security Post Orders/Special Security Orders/Emergency Action Plans.** The COR may modify, amend, and/or revise Posts to change shift start and stop times and post locations and operational content. Such changes will not require modification of the basic contract unless they result in an increase or decrease in described base man hours. Changes which increase or decrease requirements, such as the total number of basic hours specified, the amount of equipment, supplies, etc., or otherwise affect the Contractor's cost, must be made by the Contracting Officer by a written bilateral modification to the contract. All post orders to include revisions and modifications will be dated and signed by the COR or a COR designated NARA employed security staff member.

**2.2.2 Post Order/Special Security Order Deviations.** In the case of emergency conditions requiring immediate attention, the COR may direct the Contractor's onsite supervisor to temporarily divert personnel from their normal post duties to respond to the emergency conditions, at no additional cost to the Government. Such employees will return to their normally assigned duties when released from the emergency situation. Except for the emergency conditions, the Contractor will not divert personnel from their prescribed post duties without the prior approval of the COR. In instances where the COR gives verbal deviation approval, all pertinent facts concerning the deviation will be recorded in an incident report and

forwarded to the COR within three hours of the approval. Diversions resulting from emergency conditions will be reported to the COR in an incident report upon completion of the emergency condition.

**2.2.3 Guard Mount/Posting Time.** All security officers will report to the firearm and ammunition issue point, in uniform, ready for duty, 15 minutes prior to the start of their assigned post, for firearm, ammunition and equipment issuance, to receive special instructions and for travel time from the firearm and ammunition issue point to their schedule post. Off going security officers who have been properly relieved, will be required to report to the firearms and ammunition turn in point and remain at the facility to be de-briefed, no longer than 15 minutes from the end time of their scheduled shift or post. This is considered “support hours” under the terms of this contract.

**Category Summary Requirements. The Contractor must make note of this in developing General and Administrative expense.**

**2.2.4 Tour of Duty.** Security officers will report to their designated post, on time, at the beginning of their shift. All security officers will remain at their post until properly relieved, at the designated end time of their shift. Security officers will not leave their posts during the post operating hours, unless properly relieved. No supervisor or security officer will assume duties unless he or she has been in a non-working status (to include employment outside the scope of this contract) for a minimum of eight (8) hours prior to reporting for duty under this contract. No employee of the Contractor will provide more than 12 consecutive hours of duty under this contract. The COR may waive these limitations based on emergency situations which are beyond the control of the Contractor. A waiver, which may be provided verbally, will be obtained from the COR in every instance, followed up in writing by the Contractor to the COR. The time on post in accordance with post hours is considered “productive hours” under the terms of this contract.

The time on post in accordance with post hours is considered “productive hours” under the terms of this contract.

**2.3 Security Officer Duties.** The security officers’ duties (all ranks/positions) are required to meet security requirements to include, but are not limited to the following:

**2.3.1 General Duties.**

**2.3.1.1** Protect all persons and property and be observant for suspicious objects, persons and vehicles.

**2.3.1.2** Be fully familiar with building layout, floor plans, manual fire alarm locations, fire extinguisher locations, emergency routes and evacuation assembly points.

**2.3.1.3** Report all violations of published security policy, procedures, post orders or authorized verbal orders.

**2.3.1.4** Be fully familiar with special security equipment and proper and safe operations (roadway bollards, intrusion and fire alarm systems, X- Ray equipment, magnetometers, hand-held metal detectors, CCTV systems, radio and telecommunication systems)

**2.3.1.5** Remain on post until properly relieved.

**2.3.1.6** Pass all information relevant to post to the relieving officer.

**2.3.1.7** Keep supervisor advised of changes and conditions around post.

**2.3.1.8** Obey all proper orders emanating from supervisor.

**2.3.1.9** Review new orders or assignments upon assuming post.

**2.3.1.10** Maintain post logs and prepare incident reports as applicable.

**2.3.1.11** Maintain NA Form 6022, Officer's Operation Log (See DRI 0003).

**2.3.2 Public Relations.** All Contractor employees will conduct themselves in a manner that will enhance their employer's reputation as well as the positive image of the Bush Center. Security officers and other Contractor employees will treat all persons with courtesy and respect, constantly striving to win the good will of the public by demonstrating impartial enforcement of rules, policy, regulations or State and Federal law. Courtesy, tact, diplomacy, and self-control will be maintained, even when members of the public, Foundation or NARA employees fail to maintain self-control; firmness is necessary in the performance of duties. When the security officer is off duty but still wearing the uniform for this contract, the public relations portion of this contract will apply for administrative action if the officer's conduct violates the requirement of this contract.

**2.3.3 Entrance, Exit and Crowd Control (Employees, Visitors and General Public).**

Supervisor, lead officer and security officers are responsible for maintaining ingress and egress control to Bush Center property and to positively identify staff personnel, visitors, researchers, and other individuals requiring official access to Bush Center by the means and methods identified in Special Security Orders, Post Orders and other regulations.

**2.3.3.1** The supervisor, lead officer and security officers will operate screening and detection equipment which may include magnetometers, hand-held metal detectors, or X-Ray equipment; and the checking of handbags, packages, vehicles, etc., to detect weapons, contraband, and the like.

a. Personnel authorized access into NARA controlled areas must present/display a valid NARA identification badge (permanent or temporary). Visitors must be escorted while in controlled areas by a NARA employee cleared for the area.

b. The security officers will courteously and promptly issue temporary badges to government employees, Foundation employees, visitors, contractors, and other personnel, after confirmation of proper identification and status and record required information, in accordance with policy, rules and post orders.

**2.3.4 Roving Patrol.** The security officers will patrol the interior and exterior premises' surrounding the building based on the site property line of the Bush Center in accordance with routes and schedules provided by the COR. Only Supervisors of the roving officer will provide breaks, as required. During the patrol, these procedures include, but are not limited to, the following:

**2.3.4.1** The security officers will report immediately, in accordance with procedures, potentially hazardous conditions and items in need of repair, including inoperative lights, leaky faucets, toilet stoppages, broken or slippery floor surfaces, etc.

**2.3.4.2** The security officers will turn off unnecessary lights, check safes, lock-type repositories, and cabinets, close windows, open and close (secure) doors and gates, etc.

**2.3.4.3** The Contractor's personnel will not disturb papers on desks, open desk drawers or cabinets, erase blackboards, or use Government equipment except as authorized.

**2.3.5 Fixed Post.** The security officers will maintain fixed, stationary positions at the entrance, exit and security control center for the Bush Center entering NARA space, also individual offices and other designated areas to prevent unauthorized entrance and conduct surveillance and act as a deterrent to protect the Bush Center. Security officers may also

monitor closed-circuit television or other such equipment in order to promptly respond to security situations.

**2.3.6 Temporary Post.** When needed the rover security officer or TAS order for additional security officers will maintain temporary, stationary, position at the entrance locations of Foundation spaces for VIP functions and other designated areas to prevent unauthorized entrance and conduct surveillance and act as a deterrent to protect the Bush Center.

**2.3.7 Security Control Center Dispatcher.** This fixed post is the primary coordinator for all routine and emergencies situations in the Bush Center. This post has the responsibility to notify, in accordance with posts, NARA designated employees or offices when an emergency situation occurs. Security officers assigned to this post will be responsible for maintaining the **NA Form 6022, Officer's Operation Log (See DRI 0003)** for the site, monitoring intrusion, fire and smoke alarms, closed circuit television surveillance system, document in a log all incidents monitored or reported, dispatch security officers to investigate alarms, complete all appropriate **NA Form 6037s, Incident Reports(See DRI 0003)** make emergency notifications as required, and other duties as required by post or special orders. This post will require security officers that are fluent in English to include reading and writing and be able to appropriately coordinate multiple contacts during routine and emergency situations.

**2.3.8 Personnel & Asset Escort Duties.** Security officers will provide escorts, upon request, for designated personnel, visitors, etc., or when directed to do so by the COR, to prevent harm or deter potential threats to the personal safety of individuals. Generally this will include, but not be limited to, such things as escorting personnel from one room to another, one floor to another, from the facility to exterior parking areas, etc. under NARA control. Asset escorts are provided for the official transport of Bush Center property or funds while in the Bush Center buildings at the request of funds transferee.

**2.3.9 Traffic Control.** Direct traffic (vehicle and pedestrian), control parking, notify proper law enforcement agency for illegally parked vehicles and abandoned vehicles etc., as prescribed by the COR. A minimum of one outside perimeter check must be conducted per hour;

**2.3.10 NARA and Foundation Rules and Regulations.** The security officers will observe building occupants, visitors and the general public for compliance with posted and published rules, regulations and policies to include the proper wearing of NARA identification in restricted areas.

**2.3.11 Law and Order.** Security officers will be responsible for detecting and detaining any person or persons attempting to gain unauthorized access to the property. This will also include taking whatever authorized and legal action is necessary to detect, stop, and detain any individual(s) attempting to commit criminal acts against the safety and security of the government, its employees or property, and the general public.

**2.3.11.1** After detaining person(s) suspected of committing a criminal offense, the suspect(s) will be turned over to the proper law enforcement agency for transporting and processing. The security officer will prepare an **Incident Report, NA Form 6037(See DRI 0003)** and may possibly be called as a witness in legal proceedings.

**2.3.11.2** The COR, will be notified immediately in the event of a break in, attempted break in, or any law and order violation.

**2.3.11.3** The security officer will receive and process complaints, conduct preliminary investigations to ascertain facts surrounding an incident by taking victim and witness statements, secure and protect crime scenes, and preserve and process evidence.

**2.3.12 Control Issuance and Storage of Emergency Special Keys.** The security control center officer will receive, issue, and account for all emergency special keys to the Bush Center. These keys will be stored in a security container separate from the firearms and ammunition safe. Key issuance will be annotated on **NA Form 6022, Officer's Operation Log (See DRI 0003)**. Follow guidance in the special security order for control, issuance and storage of emergency special keys. Emergency special keys will only be issued to personnel authorized in accordance with special orders, approved by the COR.

**2.3.13 Monitor and Respond to Alarm Systems.** Security officers will monitor building fire alarm and intrusion detection systems and other protection devices or building equipment. Security officers will be dispatched and arrive at alarm sites within three (3) minutes of alarm activation. Security officers will communicate with the security control center so appropriate authorities (police, fire department, etc.) may be contacted immediately if required. Security officers will take required action in the event of fire or other emergency. They will assist in evacuating personnel, extinguishing fire, moving valuable materials, etc. In the event of a security alarm, security officers will take action to prevent unauthorized entry, secure the alarm area, and make all required notifications as required by Posts or Building Emergency Plan. The Government reserves the right to test the Contractor's response to alarms during the term of the contract without prior notice.

**2.3.14 Utility Systems.** When required by written instructions, or verbal instruction in emergency conditions from the COR, the Contractor will perform minor operations and/or record data in connection with the operation of the building utility systems.

**2.3.15 Lost and Found.** The Contractor, in accordance with NARA policy will make every effort to identify the owner of, and return lost property in a timely manner. When this is not possible, the Contractor will receive, receipt for, store and safeguard found articles for up to 30 calendar days, pending proper disposition in accordance with NARA policy. The Contractor will prepare a **Disposition of Lost and Found Property in accordance with, Exhibit A, Data Requirements Item (DRI) 0001**.

**2.3.16 Flags.** The Contractor will raise and lower the flag of The United States of America (and other flags as authorized) at the locations and times as directed by the COR. No deviations are permitted unless authorized. The Contractor will be responsible for verifying serviceability of the flags and replace as need, with Government furnished flags. Minimum replacement schedule will be once per quarter.

**2.3.17 Injuries and Illnesses.** All security officers will be trained in Cardiopulmonary Resuscitation (CPR), the use of Automated External Defibrillators (AED), and basic first aid and carry, while on duty, a current certification card. Security officers will remain alert for cries of help or downed person(s) while on security rounds and will provide basic medical assistance when necessary. The security officers will remain with injured person(s) until qualified medical personnel arrive. If the individual requiring apparent medical care refuses such care, this will be properly documented. Information relating to incidents will be annotated **on NA Form 6022, Officer's Operation Log, (See DRI 0003)** and completion of NA Form 6037, Incident Report (See DRI 0003). The Contractor will ensure that all required CPR/AED and Basic First Aid certifications are kept current with American Red Cross or American Heart Association standards in accordance with **Exhibit A, DRIs 0003 & 0005**.

**2.3.18 Civil Disturbances.** The security officers will perform duties as may be necessary in the event of situations or occurrences such as civil disturbances or attempts to commit other criminal acts adversely affecting the security and safety of the Bush Center, its employees, property, and the general public lawfully in the buildings and on the premises under Government's control.

**2.3.19 Emergencies.** The COR will have the right to direct the activities of the security officers in to respond to an emergency. When the time and circumstances permit, such direction will be requested through the Supervisor or Lead Officer. Emergencies will include, but not be limited to, such things as a bomb threat, fire, imminent or the potential for imminent personnel danger to employees, visitors, etc. Under no circumstances may security officers refuse to cooperate with such directives of an emergency situation. The COR will be notified of an emergency situation and the security officer(s) will make a record of it in his/her log as soon as practicable after resolution of the situation.

**2.3.20** In an emergency when the COR is not available, the on-site supervisor or lead officer on duty will divert security personnel from their normal assigned duties to meet the condition and summon appropriate assistance as may be required in the Occupant Emergency Plan. The diversion may be for duration of up to four (4) hours without authorization from the COR. Immediately, notify the designated Government official as applicable of action taken. No additional cost will be charged to the Government for the diversion, and the Contractor will not be penalized for the normal daily work not done that was otherwise scheduled.

**2.3.21 Property Movement Control.** The Contractor will receive and account for property passes from persons removing property from the Bush Center. The Contractor will verify information on the property pass in accordance with NARA rules and regulations.

**2.3.22 Complaints.** All Contractor personnel will respond to complaints from any person concerning security, safety, or law enforcement within the Government's jurisdiction. Such complaints will be reported to the security control center for resolution and disposition. The Contractor will endeavor to deter crimes against persons without waiting for a specific complaint, while immediately notifying the local law enforcement agency.

**2.4 Temporary Additional/Emergency Services.** Temporary Additional/Emergency Services are defined as any work, requested and authorized by the Government, that is not covered elsewhere in this SOW. This work generally will be for additional security support of scheduled or unscheduled special events that may occur during or after duty hours or for emergencies. Work will be performed immediately, if necessary, e.g., for an exigent or emergency situations. The vendor shall not use regularly scheduled contract employees to perform additional services during their normal duty hours, nor shall the vendor charge overtime for any additional service work performed during an officer's normal duty hours. There is a two (2) hours AGS requirement for Additional Service Request.

**2.4.1 Authorization.** The vendor will, at unilateral government direction of the COR who has specific authority to issue Temporary Additional/Emergency Service Requests for this task order, be required to perform all Temporary Additional/Emergency Services ordered. The vendor will not proceed with any Temporary Additional/Emergency Services without such Government authorization. Government authorization to proceed may be accomplished by a written order or verbally. All verbally authorized work will be supported by a follow-on written order within one (1) workday. All Temporary Additional/Emergency Services requests will be issued in accordance with the terms and conditions of this task order, including this SOW and is intended to be used to satisfy the Government's short term, nonrecurring needs for services.

**2.4.2 Advance Notification.** The Government will attempt to schedule requests for additional services at least 24 hours in advance but reserves the right to request additional services for emergency purposes with no advance notice to the vendor. If the Government request additional services without at least seven (7) day notice the Contractor may charge overtime rates for those additional services requested.

**2.4.3 Additional/Emergency Services** include, but are not limited to:

**2.4.3.1 Special Events.** Additional security officers may be required for planned special events that require additional security (e.g. V.I.P.s) or where a large crowd or traffic conditions are anticipated. The George W. Bush Library may sponsor an estimated 20 to 40 and evening events and the George W. Bush Foundation may sponsor an estimated (150 to 300 day and evening events throughout the year.

**2.4.3.2 Unscheduled Events.** Additional security officers may be required for unscheduled events that require additional security due to unanticipated conditions.

**2.4.3.3 Emergency Situations.** Additional security officers may be required for bomb threats, fires, natural catastrophes, civil disturbances, or other large gatherings of people where, in the opinion of the Contracting Officer or COR, a threat to life and property exists.

**2.4.3.4 Homeland Security Incidents.** In the event of a terrorist attack, natural disaster or other large-scale emergency, the Bush Center must comply with the Department of Homeland Security National Terrorism Advisory System (NTAS), which may require additional security personnel to protect NARA personnel and assets. **Additional Services** may be required above stated productive hours, dependent on the threat level and in accordance with NARA Security Operation requirements.

**2.4.3.5 Global Pandemic or National Endemic.** In the event of a Global Pandemic or National Endemic incident the vendor will ensure the security officer staffing of the Bush Center will maintain uninterrupted service to NARA workforce and the public for access to the building based on the Security Management Division Security Officer Staffing Matrix (**Attachment 4**) and NARA policy for operations during either situation. This particular requirement should be identified as a separate contracting line-item number in the vendor's proposal, ensuring sufficient personnel are available and there is no shortage of security officers to meet this requirement, which will be based on the identified daily trend analysis identified in Attachment 4.

**2.5 Security Evaluation Drills.** Depending upon such things as the frequency and the nature of specific facility security problems, a series of evaluation drills will be conducted periodically by the Government to assure the emergency response capability of security personnel. It is anticipated that drills would be conducted during normally scheduled shift hours at no additional expense to the Contractor.

### **3.0 MANAGEMENT AND ADMINISTRATION**

**3.1** Contract Management and Supervision is considered critical to the performance of this contract. The Contractor will provide cellular telephone capability to the Supervisor at Contractor expense, to ensure the Supervisor can be contacted during off duty hours for guidance and direction from the Contractor security officers, the COR or other NARA officials. The Contractor will prepare a Security Operations Plan in accordance with **Exhibit A, DRI 0004**, Security Operations Plan.

**3.2** When the Supervisor will be unavailable due to illness, vacation, or for any other reason, the Contractor will assign another individual of equal or greater qualifications to perform all requirements set forth in the contract. The Contractor will provide the COR the name (s), telephone number(s) of the "replacement" Supervisor. The Contractor will also ensure this individual is available during off duty hours by cellular telephone capability, as required by the contract for the primary supervisor.

**3.3** The Supervisor or Lead Officers will not alter the assigned duties of security officers, particularly when the security officer is on duty, without first notifying the COR. The purpose of this restriction is to prevent breaches of security from occurring when a supervisor or lead officer

changes the assignment or duties of security officers without knowledge of the current security situation at the facility.

**3.4 Supervisor.** The term “Supervisor” means a person, designated in writing by the Contractor, who has complete authority to act for the Contractor during the term of the contract.

**3.4.1** The Supervisor will be available to act for the Contractor to oversee and coordinate the services described in this contract. As such, the Supervisor will provide the single point of contact through which all Contractors and government communications, work, and technical direction will flow except in cases of an emergency. The duties of the Supervisor will not be performed by uniformed employees performing as a supervisor or security officer under the terms of this contract.

**3.4.2** The Supervisor will receive and execute, on behalf of the Contractor, such technical direction as the COR may issue within the terms and conditions of the contract. The supervisor will have the authority to accept notices of deductions and all other correspondence on behalf of the Contractor.

**3.4.3 Duties:**

**3.4.3.1 Supervisor** duties include, but are not limited to, managing all required services; communication with the government; monitoring security officers; keeping personnel informed of and trained in all aspects of their position, contracts, and duties planning and scheduling all work requirements and training; preparing reports; establishing and maintaining records; and ensuring quality control.

**3.4.3.2** The Supervisor is responsible for providing professional and qualified manpower as required to perform the security services outlined in this contract. The Supervisor will provide necessary leadership and support to ensure security services are provided as documented and outlined in this contract.

**3.4.3.3** The Supervisor will perform quality control inspections on all shifts during his or her duty hours, and ensure the Lead Officer does the same during their shifts and maintain frequent liaison with the COR of this contract. The Supervisor will attend security performance meetings with the COR and NARA inspectors at Bush Center.

**3.4.4 Supervisor Schedules and Reports.** The Contractor will prepare reports, records, plans, and other data as specified in paragraph 12, Contractor Deliverables and Exhibit A, Data Requirement Items. The reports and records will be clear, concise, accurate, and timely.

**3.4.4.1 Work Control Schedule.** The Supervisor is responsible for insuring properly prepared separate work control schedules for contract Lead Officers and Security Officers at the Bush Center, and posts them in work areas at two week intervals. The schedules will be prepared on forms provided by the Contractor, in a format subject to approval by the COR. Changes to schedules will be posted in work areas and locker rooms in sufficient time to assure that employees affected by a change in duty hours are properly notified. Those changes that occur, which may not be observed by the lead or security officers will be coordinated verbally with the affected Contractor employee. A copy of the schedules (and all changes) will be furnished to the COR upon request.

**3.4.4.2 Monthly Status Report.** The Supervisor is responsible for insuring properly prepared monthly status reports for the COR. The report in a format subject to approval by the COR, will identify significant issues, problems, or concerns related to the performance or administration of the contract. The report will include statistics on the suitability and stability of the work force (i.e., absenteeism, turnover rates, and behavior infractions), training

accomplished during the month, summary of incidents, injuries reported, etc. (see **Exhibit A, DRI 0002**).

**3.5 Supervisor.** The Contractor must provide the name, telephone number of the proposed on-site supervisor as part of its proposal. The term "supervisor" means a person designated in writing by the Contractor and approved by the COR who has authority to act for the Contractor on a day-to-day basis at the worksite. The Supervisor is deemed essential for successful Contractor performance and as such is defined as Key Personnel. Key personnel must be available beginning on the effective date of the contract and ultimately responsible and accountable to the COR for effective security force operations.

**3.5.1** The Supervisor ensures all posts are manned as required by the contract (See **Attachment 2, Bush Center Security Post Hours**);

**3.5.2** All security officers are properly trained to perform all duties as specified in accordance with this contract , post orders and special orders, for the security post assigned;

**3.5.3** Are properly uniformed, alert and are in compliance with personal appearance standards to present a neat professional appearance;

**3.5.4** Issue weapons, ammunition and equipment;

**3.5.5** Inspect all security officers for completeness of uniform before they assume security duties;

**3.5.6** Review work schedule to ensure all personnel scheduled for duty are present;

**3.5.7** Maintain a continued state of security awareness and proper training;

**3.5.8** Make at least one supervisory inspection of each post during the tour of duty;

**3.5.9** Possess the necessary permits, authority, etc.

**3.6 Lead Officer.** The Lead Officer working under this contract will be available at each shift 24 hours a day 7 days a week and provide the same required level of on-site supervision as in paragraph 4.5, Supervisor. The Lead Officer is similar to an assistant supervisor and must be fully capable of performing supervisory functions to ensure all posts are manned and post orders are carried out when the supervisor is off duty.

**3.7 Administrative Support.** The Contractor shall provide all administrative support necessary to accomplish the contract requirements. The administrative support shall provide the typing, filing, data entry, payroll support, and other services required for the proper administration of the contract. Administrative support staff functions include, but not limited to, personnel file maintenance, preparing reports and records, and obtaining all necessary permits and licenses to comply with all applicable Federal and State of Texas local laws. The Supervisor, Lead Officers and SO's will not be drawn from active posts to perform administrative duties, other than required reports pursuant to the specific post assigned.

**3.8 Quality Control.** The Contractor will establish and maintain a quality control (QC) program to provide independent corporate and on-site management surveillance and inspection of Contractor security operations to assure that the requirements of the contract are satisfactorily performed. The QC program will be documented in a comprehensive Quality Control Plan/Quality Control Inspection Report in accordance with **Exhibit A, DRI 0007**. The Contractor, at a minimum of once a quarter, will test the response of the security officers to various types of threats or incidents as determined by the COR during coordination meetings.

The results of the tests will be documented by the Contractor and provided to the COR, to be used to adjust training or post requirements.

**3.9 Continuity of Operations.** Continuity of security operations for Bush Center is critical to NARA's and the Foundations mission and the proper preservation and safeguarding of irreplaceable property and documents. The Contractor will ensure qualified, trained additional personnel are available, when requested, in the event of disasters or emergencies such as fires, earthquakes, accidents and civil disturbances. The Contractor will ensure qualified personnel are always available to prevent any interruption of security services in the event of severe weather conditions or labor problems (labor slowdowns, sick-outs, or strikes) or national or local emergencies (terrorism, war etc.). Accordingly, the Contractor will:

**3.9.1** Develop and implement emergency call-back procedures in accordance with **Exhibit A, DRI 0006** for Contingency Plan emergency services at any time other than during the normal operating time. The plan will provide for the availability of additional security personnel to perform those services necessary to meet the required security operational standards. The plan will also include provisions for recall of the supervisor, lead officers as required. These services will be in addition to any immediate response provided by the Contractor's on duty personnel.

**3.9.2** Perform tasks as assigned in NARA's "Emergency Action Plan," and "Occupant Emergency Plan." Participation in these emergency plans will be mandatory during the event of a building related emergency or natural disaster regardless of the time of occurrence.

**3.9.3** Provide and ensure all Contractor employees receive training to meet the requirements of responding to emergencies in accordance with occupant emergency plans and emergency action plans, to include training exercises coordinated by and with the COR.

**3.9.4** If requested, provide operational support until relieved of such responsibilities by the COR.

**3.9.5** Be prepared to resume normal operations immediately upon cessation of emergencies.

**3.9.6** In the event of labor problems the contingency plan will detail how the Contractor will provide qualified personnel to ensure that no interruption of services occurs as a result of a labor strike.

#### **4.0 TRAINING AND CERTIFICATION**

To be eligible to perform under this contract, all employees, including replacement employees, will meet the training requirements set forth herein prior to performing any on-site security services under this contract. All aspects of the training requirements under this contract are subject to evaluation and approval or rejection by the COR, unless otherwise specified; all personnel will successfully complete all required training prior to performing services under this contract.

**4.1** The Contractor will submit a **Training Plan** within ten (10) days after receipt of the contract in accordance with **Exhibit A, DRI 0008**. The Training Plan will include a Training Schedule of all training. The Government reserves the right to reject the training plans if it determines that training facilities are inadequate or instructors are not qualified to provide such training. If the training plan is rejected, the Contractor will submit a new training plan within 10 calendar days. Failure to submit an acceptable training plan may be grounds for termination for default of this contract. Revisions to the approved training plan will be submitted to the COR for

review and approval with five calendar days of such revision. In the event of personnel turnover, new Contractor employees must complete training under the approved training plan. The Government reserves the right to audit all or part of Contractor provided training courses, to include any required training provided by independent third party instructors.

**4.2 Training Completion Report.** A report of the completion of all required training will be submitted by the Contractor for each employee upon initial presentation of the employee to perform services under this contract using the form in **Attachment 6, Report of Training Completion/Certification of Training**. No other form will be accepted for satisfying the initial requirement. This does not include firearms training and reporting requirements outlined in SOW paragraph 5.4.1, Firearms Training. The COR will make the determination if the dates of training for the new employee are acceptable to NARA. It is understood that very experienced personnel who have not had a break longer than 1 year in service as a police/security officer may be exempt from some of the initial training requirements. The COR will make a case by case determination taking into the account the source of the initial training and experience of presented employee in regard to their acceptance to provided services under this contract.

**4.2.1 Waivers.** Waivers will be handled on a case-by-case basis and will be approved by the COR prior to the employee coming onboard.

### **4.3 Training Requirements**

**4.3.1 Government Provided Training/Orientation.** The project manager may receive government provided training by the COR. The vendor will request this training in writing to the COR at least ten (10) working days before the training will be required, indicating the names of the person attending. This training will be presented during normal business working hours. *Each vendor employee, including supervisors, will attend the government training and orientation session...* with *"The project manager may receive government provided training by the COR.*

**4.3.1.1 Training.** All SO's, Leads and Supervisors will complete the required Government provided online provided training session. The Government classroom on-site training session will be based on the subjects listed in **Attachment 3, Training Subjects Presented by the Contractor Officer's Representative (COR) to Designated Contractor Personnel**.

**4.3.2 Contractor Provided Training.** The Contractor will provide a qualified competent State of Texas certified instructor(s) and facility (ies) for all Contractor training. All security officers and Supervisory personnel will complete all Contractor training and be required to pass a written test on all training subjects prior to performing and security duties under this contract. The written test will be kept on file and, when requested, submitted to the COR for review.

**4.3.2.1 Basic Training.** The Contractor will train all employees working under this contract on the subjects listed on the training syllabus in **Attachment 5, Training Subjects to be Presented by the Contractor**. The training will meet State of Texas basic industry-wide law enforcement training quality and standards.

**4.3.2.2 Advanced Training.** In addition to the basic training and firearm qualifications set forth elsewhere in this contract, the Contractor will provide advanced training for all employees working under this contract in the following subject area:

- a. Role of the security officers in a public cultural institution;
- b. Security officers' interaction with the public;
- c. Techniques for dealing with difficult people;
- d. Recognizing suspicious packages and what to do once recognition is made; and
- e. Crowd control;

- f. CPR, AED, and basic first aid;
- g. Homeland Security NTAS and NARA Security Measures
- h. ASP or Expandable Baton

**4.3.2.3 Supervisor, Assistant and Lead Training.** In addition to the basic and advanced training, all supervisors and leads working under this contract will successfully complete Contractor provided supervisory training. Supervisory training will be specialized and include, but not be limited to, the following management areas:

- a. Management principles (leading, mentoring coaching disciplining);
- b. Command center operation and procedures;
- c. Dealing with security problems and issues;
- d. Techniques for issuing written and verbal orders;
- e. Uniform clothing and grooming standards;
- f. Code of Conduct;
- g. Emergency response;
- h. Scheduling;
- i. NARA notifications;
- j. Reports, Plans, Forms, and Documentation; and
- k. Quality Control Techniques.

**4.3.2.4 Refresher and Sustainment Training.** The Contractor will plan and conduct refresher and sustainment training as needed, but no less than four hours each quarter. The Contractor will provide the COR with a list of the officers who took the refresher and sustainment training and the subjects covered. The Government reserves the right to direct specific training issues to be covered.

**4.3.2.5 Security Officer Orientation Training.** The Contractor will provide orientation training for all replacement personnel (see SOW paragraph 4.3.2).

**4.3.3 Evaluation of Contractor Training.** The Contractor will submit an outline of all training to the COR for approval prior to starting work on this contract. The Contractor will provide the training locations to the Government five (5) working days prior to schedule training. The Contracting Officer, COR, or their designated representatives reserve the right to monitor and evaluate the conduct of all Contractor provided or acquired training.

**4.3.4 Instructor Qualifications.** All required formal Contractor training will be administered (i.e., taught, presented) by persons who are certified by the State of Texas, as qualified to instruct or teach the specific subjects or topics required. Certification to instruct the specific subject will be in the form of a certificate issued by an accredited institution of learning (school, college, university, etc.), a governmental (Federal, State, county, etc.) educational certification body (agency, board, commission, etc.), or by documentation that the person instructing has sufficient experience in the subject to be able to instruct the subject in an authoritative, practical, and current manner.

Such certification (documentation) offered will be current (by date), and will meet the approval of the COR. Copies of the instructor's certification and documentation will be submitted to the COR for approval.

#### **4.4 Firearms: Training/Qualification and Certification**

**4.4.1 Firearms Training.** The Contractor will be responsible for firearms training requirements for the supervisors and SO's working under this contract and ensuring those required employees have demonstrated proficiency in firearms training and qualification. The

Contractor will submit the certificate of firearms training upon initial presentation of the employee to perform services under this contract using the form specified in **Attachment 8, Certification of Firearms Training**, to the COR certifying that those required employees have been trained in the correct handling, safe use of and safeguarding firearms and ammunition. No other form will be accepted for satisfying this requirement.

**4.4.2 Qualification and Certification.** All required Contractor employees performing under this contract will be qualified and certified in firearms proficiency by a licensed State of Texas level three instructor for handgun permit. Training, re-certification, and qualification will be conducted annually for all armed personnel. The Department of Public Safety firing course for private security Contractors for re-certification meets this annual requirement. No Contractor employee will be assigned to perform under this contract prior to the receipt of the pre-employment screening documentation in **Exhibit A, DRI 0009**, which will include the firearms licensing and qualifications certifications of individual Contractor employees.

**4.4.3 Firearms Safety Testing.** Firearms safety training and testing will be accomplished by the Contractor using a licensed State of Texas level three firearms instructor. Each supervisor and security officer will demonstrate knowledge of firearms safety by properly loading and unloading a weapon, lowering the hammer on a round and firing single or double action may be required.

## **5.0 PERSONNEL**

The Contractor will only furnish supervisor, lead officers and security officers who meet or exceed the qualifications set forth herein from the commencement of performance under this contract and throughout the term of the contract, including options and extensions. All Contractor personnel will be properly trained, including weapons training, and receive NARA orientation prior to their assignment under this contract. Should the Government elect to require an increase in the number of base position; such individuals assigned will meet or exceed qualifications specified herein. The Contractor will submit **Pre-Employment Screening Documentation** in accordance with **Exhibit A, Data Requirement Item 0009** for all employees, including replacement employees, prior to their assignment to this contract.

**5.1** No Contractor personnel will assume duties for this contract until approved by the COR.

**5.2** The Contractor is required to implement personnel policies (including wage and benefit policies) designed to effectively limit turnover at both the supervisory and productive officer levels.

**5.3** Offered substitute personnel will be equal to or better qualified than the personnel being replaced.

**5.4** All Contractor personnel performing security officer duties under this contract must be U. S. Citizens and have a comprehensive knowledge of and be fluent in the English language. Personnel who cannot convey clear and concise instructions to the public or can be understood in the same manner will be disqualified for assignment to the Bush Center.

**5.5 Key Personnel.** The Supervisor and lead officers are considered key personnel. The Contractor will notify the COR prior to making any changes in key personnel positions. Key personnel Proposed at the beginning of this contract must remain on this contract after issuance for at least 12 months, unless disqualified by the Government or Contractor for misconduct or suitability reasons, (personal reason for departure are excluded) see SOW paragraph 6.10, Removal from Duty/Replacement.

**5.6 Personnel Qualifications & Suitability.** All Contractor employees performing security services under this contract are subject to NARA requirements for security officer qualification as set forth below.

**5.6.1 Level of Qualifications.** The ideal Security Officer (SO) under this contract is an individual who will possess the capacity to acquire a good working knowledge of NARA requirements, be proficient in reading and understanding printed regulations and detailed written orders, and be able to compile reports which convey factual information. SO's will also possess honesty, integrity, good judgment, courage, alertness, self-reliance, and the ability to deal with the public in a tactful and courteous manner in dispensing information relating to NARA, its organization and functions, and the layout of the facility.

**5.6.2 Qualification Standards.** The Contractor will be responsible for assuring that the supervisor, lead officers and all SO's utilized under the contract meet the following general standards. Security officers will conduct themselves in a manner reflecting highest credit to NARA. Security officers will treat all persons with courtesy and respect, constantly striving to win the good will of the public by demonstrating impartial enforcement of regulations. Courtesy, tact, diplomacy, and self-control will be maintained even when firmness is necessary in the performance of duties.

**5.6.2.1** Ability and skills to interact and tactfully communicate with NARA employees, Foundation employees, other Government personnel, and the general public.

**5.6.2.2** Ability to be courteous, tactful, diplomatic, and maintain self-control even when firmness is necessary in the performance of duties.

**5.6.2.3** Ability to understand, clearly explain, interpret, and apply rules, regulations, directives, and procedures.

**5.6.2.4** Ability to demonstrate poise, self-confidence, and an ability to make sound decisions and react quickly under stressful conditions.

**5.6.2.5** Ability to prepare clear and concise written reports.

**5.6.2.6** Ability to learn and adapt to changing situations.

**5.6.2.7** Ability to accept and respond to verbal and written instructions and directions in the English Language.

### **5.6.3 Experience/Education Qualifications/Rank**

**5.6.3.1 Armed Supervisor.** It is the responsibility of the Contractor to appoint a full-time on-site Supervisor who is qualified and competent. The Government will not accept any individual as supervisor who cannot act and make sound decisions entirely on their own or may not be available to the COR 24 hours a day, 7 days a week through telephone or cellular phone while not on the premises. The Supervisor will be an individual of unquestionable integrity and display a mature attitude with good judgment. Individual must be competent in leadership skills and communicating fluently with customers and employees to obtain and provide complex information with skills in vocalizing and presenting reports and briefings, and the ability to lead and develop an effective team to maintain positive customer relationships. The supervisor must be able to work in an autonomous environment with little supervision. Individual should be skilled in applying principles of logical thinking to define problems, collect data, establish facts and draw valid conclusions. The supervisor will possess at least ten (10) years of specialized security experience, derived from military service, private sector employment. Education through the possession of an associate's degree or higher from an accredited college/university in police science, security management or law enforcement can substitute for the ten (10) years

of specialized security experience. An accredited college/university is defined as being recognized as maintaining specified standards. In addition to the above basic requirement, the individual must have been responsible for managing at least a 20 member armed security service force for (3) years (within last five years). The supervisor will have a fluent command of the English Language, both orally and in written form, and will be a citizen of the United States of America. The Supervisor shall be the rank of Captain (Gold in color). The Contractor will provide a qualified relief, as approved by the COR, when the Supervisor is unavailable to the COR, due to approved absences for medical or personal reasons.

**5.6.3.2 Armed Lead Officers.** Lead Officers will be an individual of unquestionable integrity and display a mature attitude with good judgment. As a minimum, the individual will possess at least a minimum of three (3) years of successful security experience in field supervision (civilian community law enforcement, military service law enforcement, commercial or industrial security force service). In addition, the individual will possess at least a HS diploma or GED and be able to fluently speak, read, and write the English language, and will be a citizen of the United States. The lead officers shall wear the rank of Sergeant (Gold in color).

**5.6.3.3 Armed Security Officer (SO).** As a minimum, each SO must complete **Attachment 6, Report of Training Completion/Certification of Training**, and will be certified to NARA, as an armed security officer. The individual must possess at least a HS diploma or GED, be a United States citizen, possess at least three (3) years of security experience within the last five (5) years, and be at least 21 years of age. They must be able to fluently speak, read, and write the English language. Qualifying security experience consists of law enforcement, contract security, or military police. Document security officer and incidental guard duty is non-qualifying. A written waiver of the minimum time/experience requirements may be granted by the COR on a case by case basis.

**5.6.4 Minimum Medical Qualifications.** Before entrance on duty, all Contractor employees will undergo a pre-employment medical examination at the Contractor's expense to determine fitness for duty. The Contractor will submit to the COR Optional Form 178, Certificate of Medical Examination, as illustrated in **Attachment 12, Certificate of Medical Examination**, for all employees performing services under this contract. No employee will be allowed to assume a role under this contract until the Medical Certificate has been approved by the COR. SO's will be required to obtain a medical examination once every two (2) years after the initial examination. Examination performed under previous contracts with NARA will be accepted as long as they are within the last two (2) years. All employees will be required to meet the same minimum standards or be relieved of their duties, at no cost to the government, until the condition is satisfactorily corrected or eliminated.

**5.6.4.1 General Health.** All Contractor personnel working under this contract will be in good physical condition and health, be able to protect themselves and others, and withstand sudden emotional stress and physical exertion in apprehension of suspects and violators. Responding to an emergency situation will be on foot, and may require running, jumping and climbing stairs or ladders, followed by physical efforts as necessary to resolve the emergency situations.

**5.7 Fitness for Duty.** The physical stamina of security officers in responding to and handling emergency situations is crucial in the performance of this contract. The Contractor will ensure all supervisors and security officers assigned to perform duties under this contract meet the fitness for duty requirement of this contract. Any individual, who cannot meet the fitness for duty physical requirements as outlined in **(paragraph 5.6.4.1)**, including inability discovered through on-the-job performance or physical stamina performance standards evaluation, will be disqualified to work under this contract.

**a. Vision.** Binocular vision is required and will test 20/20 (Snellen) with or without corrective lenses. Uncorrected vision will not test less than 20/40 in one eye and 20/50 (Snellen) in the other eye. Near vision, corrected or uncorrected, will be sufficient to read Jeager Type 2 at 12 inches. The ability to distinguish basic as well as shades of color are required as is normal peripheral vision.

(i) Loss of vision in one eye is disqualifying.

(ii) Glaucoma will be disqualifying unless controlled by acceptable medical or surgical means, provided such medications that may be used for controlling glaucoma, do not cause undesirable side effect which could adversely affect the individual's ability to perform assigned duties, and provided the visual requirement stated in a (1) above is met.

(iii) Where corrective eyeglasses are required, they will be of the safety glass type that complies with ANSI Z87.1-1989 standards.

(iv) The use of corrective eyeglasses or contact lenses will not interfere with individual's ability to effectively perform assigned security job duties during normal or emergency operations.

**b. Hearing.** Using an audiometer for measurement, there should be no loss of 30 or more decibels in each ear at the 500 Hz, 1,000 Hz and 2,000 Hz, with no level greater than 40 decibels at any one frequency (by ISO 389 "Standard Reference Zero for the Calibration of Purtone Audiometer" (1975) or ANSI s3.6-1969 (r. 1973) "Specifications for Audiometers").

\*The use of hearing aid devices is approved as long as the corrected hearing meets the above standards.

**c. Diseases.** Individuals will have no established medical history or medical diagnosis of epilepsy or diabetes, or where such a condition exists, the individual will provide medical evidence that the condition can be controlled with proper medication and the individual will not have a seizure, or lapse into a coma or unconscious state while performing assigned duties. Any other disease or condition, which may interfere with the full performance of duties, is also grounds for rejection. A physician's certification for employment must be obtained prior to the return of duty for any incapacitating injury or when a disease or condition may interfere with the full performance of duties. The physician's word will be final and no waivers will be accepted.

**d. Addiction.** Individuals will have no established medical history or medical diagnosis of habitual alcoholism or drug addiction, or, where such a condition has existed, the individual will provide certified documentation of having completed a rehabilitation program which would give a reasonable degree of confidence that the individual would be capable of performing assigned duties. All personnel performing under this contract is subject to initial and annual drug screening for illegal substances or indication of abuse of non-controlled substance such as alcohol.

**e. Mental Health.** Individuals will be emotionally and mentally stable with no history of any basic personality disorders.

**5.7.1 Physical Stamina Performance Standards (PSPS).** The Contractor will ensure that all security officers, including lead officers and supervisor, prior to being assigned to this contract, meet the physical stamina performance standards described in **Attachment 11, Physical Stamina Performance Standards.**

**5.7.2 Annual Evaluation.** The Contractor will ensure all security officers and supervisors receive annual PSPS evaluations. Any individual who cannot meet the annual stamina performance standards will be reevaluated in 30 calendar days. Individuals will be disqualified to work under this contract if they fail to meet the PSPS after the reevaluation. Temporary medical waivers may be granted to security officers for valid doctor certified medical reasons (i.e., sprained ankle, pregnancy, etc). Any individual who is granted a temporary medical waiver must complete the annual evaluation within thirty days after the expiration date of the temporary waiver. No permanent-waivers will be granted.

**5.7.3 PSPS Evaluation.** All PSPS evaluations will be conducted at their place of employment. The PSPS will be conducted in accordance with the standards in (**Attachment 11 Physical Stamina Performance Standards**).

**5.7.3.1** Prior to allowing any individual to take the PSPS evaluation, the Contractor will ensure the individual has been certified by a physician that they are medically fit to take the PSPS evaluation. The physician certification must be obtained not more than twenty (20) calendar days prior to making the PSPS evaluation. The Contractor will ensure that during the PSPS evaluations professional medical assistance is available on-site to assist in the case of a medical emergency.

**5.7.3.2** The Contractor will notify the COR in writing of all PSPS evaluations at least ten days prior to the PSPS evaluations being performed. All PSPS evaluations are subject to Government observation and approval.

**5.7.4 Records.** The Contractor will maintain all PSPS evaluation records. The evaluation records will be subject to Government inspection.

**5.8 Personal Appearance.** The guidelines prescribed in this section apply to all Contractor employees providing services under this contract. These standards are not intended to demoralize or de-personalize individuals, but to prevent individuality from interfering with or detracting from the professional appearance or in the case of individuals wearing uniform, to present a neat and totally uniform appearance.

**5.8.1 Grooming Standards.** The Contractor is responsible for assuring that all employees maintain a neat appearance in accordance with generally accepted standards of the community, and the specific requirements of this contract.

**5.8.1.1 General.** Contractor employees will exercise proper personal hygiene and grooming when reporting for duty and while on duty. Fingernails will be free of dirt and will be trimmed so that they do not extend beyond the fingertips. Fingernails may not be colored.

**5.8.1.2 Hair Mass and Styles.** The hair should not interfere with the proper wearing of any official headgear. The bulk height of the hairstyle measured from the scalp to the highest point should not exceed 2<sup>1/2</sup> inches.

- a. Hair mass at the front of the head should not descend below either eyebrow when the head is uncovered or protrude below the sweatband of the headgear when covered.
- b. Special requirements-female employees. When in uniform, females should keep their hair neat and clean at all times. Hair styles that fall below the ears will be tied

back and hair will be arranged in styles that do not extend below the blouse collar or below the front sweatband of the uniform cap. Hairstyles that prevent the proper wearing of the uniform cap will not be allowed.

c. Special requirements – male employees. When in uniform, males should keep their hair clean, neat, and combed at all times, hair should not cover the top of the ears or the shirt collar when standing. Beards are permissible, however, they must be trimmed systematically and not protrude more than 1/4 inch from the skin surface. Mustaches and sideburns are acceptable if they conform to the following standards. Sideburns are permitted provided they are neatly trimmed and do not extend below the lowest part of the ear, are of constant width (not flared), and end with a clean shaven, horizontal line if there is no beard. Mustaches are permitted provided they are neatly trimmed and do not extend sideways beyond a vertical line drawn upward one-half inch from each corner of the lips not below a horizontal line drawn one-fourth inch below the corner of the lips, nor above a horizontal line drawn from the bottom of the nose. Males will not wear earrings or makeup while in uniform.

The guidelines prescribed in this section apply to all contractor employees providing services under this contract. Requests for religious accommodations must be submitted to the COR for consideration and will be resolved on a case-by-case basis.

**5.8.1.3 Hair Ornaments.** Ornaments (flowers, combs, etc.) will not be worn in the hair. Items used to hold the hair in place (bobby pins, hairpins), should be concealed as much as possible, and should be of a color that blends with the hair. Hatpins of plain design having black or dark blue pinheads are authorized when needed to secure the cap to the hair.

**5.8.1.4 Makeup.** Makeup may be worn by female SO's provided it is subdued and natural looking. Lipstick may not be worn.

**5.9 Recording Presence.** Each contract employee will sign in when reporting for duty and sign out when leaving at the end of the work shift. The Record of Time of Arrival and Departure provided by the COR, or other Contractor's form approved in advance by the COR, will be used for this purpose and is considered Government property. The sign in and sign out location will be designated by the COR. The COR reserves the right to review and/or maintain the logs.

**5.10 Removal from Duty/Replacement.** The CO/COR may request the Contractor immediately remove any Contractor employee(s) from the work site for nonperformance, misconduct, or failure to abide by laws and regulations; or, if determined by the Government the individual should be disqualified for either suitability or security reasons, or if unfit to perform their security duties. The CO/COR will advise the Contractor verbally, followed by a written confirmation, of the removal when it has been determined that a SO must be removed. Requests for permanent removal of a SO must be confirmed in writing by the CO/COR and the determination of permanent removal will be final. Specific reasons for removal will be provided in the written determination. The Contractor will comply with these requests.

The frequency and severity of these violations will determine any action to be taken by the CO/COR. Actions that may be taken include contract monetary deductions by the Government to obtain the required services from another source or to offset the services not performed by the Contractor, and/or termination for default.

**5.10.1 Unfit.** For clarification, a determination of unfit may be made from, but not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

- 5.10.1.1** Violation of the Rules and Regulations Governing Public Use of Facilities, 36 CFR 1280.
- 5.10.1.2** Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned contract, conducting personnel affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the security program at the work site.
- 5.10.1.3** Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- 5.10.1.4** Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also, participation in disruptive activities which interfere with the normal and efficient operation of the Bush Center.
- 5.10.1.5** Theft, vandalism, immoral conduct, or any other criminal actions.
- 5.10.1.6** Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects.
- 5.10.1.7** Improper use of official authority or credentials.
- 5.10.1.8** Unauthorized use of communication equipment of Government property.
- 5.10.1.9** Misuse of weapon(s).
- 5.10.1.10** Violation of security procedures or regulations.
- 5.10.1.11** Failure to be in proper uniform.
- 5.10.1.12** Violation of parking procedures or regulations.
- 5.10.1.13** Violation of the smoking/eating regulations.

## **6.0 AUTHORITIES AND JURISDICTION**

Authority of contractor supervisors and SO's to detain and or make arrests will be that defined by the laws of the State of Texas, as appropriate; and each member of the security guard force will be under a duty by virtue of their employment under this contract to exercise that authority in the manner directed by this contract. Except where precluded by local law or ordinance, the Contractor must make and complete all arrangements, with the appropriate officials in the city, county, or the state in which the buildings are located to include Code of Federal Regulation 36 chapter 7 part 1254 and part 1280:

- 6.1 The Contractor must ensure all SO's have completed all requirements of the State of Texas concerning SOs.
- 6.2 Firearm permits must be carried by each employee on their person while on duty or maintained by the COR in each employee's Qualification Record File, unless local or state laws require the Contractor to maintain the records;
- 6.3 Provide any official bond required, pay any fees or costs involved or related to the appointment of employees as Constable, Special Police, or Conservator of the Peace and/or authorization for the arming of any employees engaged in providing services specified under this contract;

6.4 The Contractor must assume full liability for any act of his employee(s) in the exercise of any such police authority;

6.5 Copies of the licenses and permits described herein must be furnished to the COR;

6.6 Current licenses and permits are a requirement for employment. Any SO who's license or permit expires will be replaced until proper license and permits are obtained.

## 7.0 SAFETY

The contractor will establish procedures to ensure all operations are performed in safe manner, in accordance with NARA, Federal, state, and local requirements, including applicable safety & health standards; industry best practices; and other applicable standards. The contractor's safety procedures will include methods that ensure continuous strict adherence to proper safety procedures, particularly firearms safety.

## 8.0 GOVERNMENT FURNISHED:

**8.1 PROPERTY.** Contractors must designate a Property Accountability Officer (PAO) and provide the COR the PAO's name, and contact information. The PAO is responsible for the Government-furnished property assigned to the Contractor and the Contractor will be responsible and accountable for all government property in accordance with the requirements of the contract and NARA policy. This includes Government property in the possession or control of a subcontractor. The Contractor will establish and maintain all Government property in its possession. The Contractor will submit a **(Government Property Inventory Report** in accordance with **Exhibit A, Data Requirement Item 0011)**.

**8.1.1 Accountability for Government Property.** All property furnished by the Government under this contract will remain the property of the Government. Upon termination of the contract, the Contractor will render an accounting of all such property, which has come into its possession under this contract. All equipment issued by the Government to the Contractor will be issued on a NARA Receipt for Property or other similar issue document. Any property furnished by the Government to fulfill contracted requirements, which is lost or damaged, resulting from improper use or negligence by the Contractor's employees, will be repaired or replaced by the Government and the cost of such repairs or replacement will be deducted from the Contractor's invoice.

**8.1.2 Use of Government Property.** Government property (to include telephone) will be used for official Government business only in the performance of this contract. Government property will not be used in any manner for any personnel advantage, business gain, or other personnel endeavor by the Contractor or the Contractor's employees. Contractor employees must comply with NARA Directive 802, Appropriate Use of NARA Office Equipment.

**8.1.3 Safeguarding Government Property.** The Contractor will take all reasonable precautions, as directed by the Government, or in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect Government property.

**8.1.4 Malfunctioning of Government Property.** The Contractor will be responsible for reporting to the COR the malfunctioning of any Government equipment used by the Contractor or the Contractor's employees.

**8.2 MANUALS, BOOKS, GUIDES, FORMS, ETC.** The following items will be furnished by the Government:

**8.2.1** Electrical and mechanical equipment, operating and maintenance manuals and training guides for the operation of the integrated security and environmental safety systems, as follows: interior intrusion detection system; access control system; closed circuit television system; security intercom system; vault security system; fire alarm system; and elevator status monitoring system.

**8.2.2** Security Officer's Posts Books. The SO Post orders books, to be furnished by the COR, will be maintained by the contractor at the security operations center at each facility and will contain complete duty instructions for all posts involved, including instructions for emergency procedures. A separate loose-leaf binder will be furnished by the COR and maintained by the contractor at each additional fixed post and will contain only those items of duty instructions pertinent to the specific post. SO's Duty Books will not be removed from Government property, or reproduced or copied in any manner unless properly authorized, in writing, by the COR. The COR will provide all initial information and changes. The Contractor will be responsible for posting the changes in the SO's Posts book.

**8.2.3** All administrative forms prescribed for use by the Contractor's employees while on duty may be obtained from the COR.

**8.2.4** Security Post Hours. (**See Attachment 2, Bush Library/Foundation Security Post Hours**).

**8.3 SPACE.** The following space will be furnished by the Government:

**8.3.1** Security Control and appropriate furnishings for the conduct of command, control, communication and coordination activities necessary for the performance of this contract ; the monitoring of security, fire and elevator consoles, enunciators, printers and video display units; and the reception desk and associated standing area for visitors.

**8.3.4** Use of classroom space for on-site training necessary to meet the training requirements of this contract. Classroom use must be scheduled in advance.

**8.3.5** Access to concession facilities (when open) and restrooms.

**8.3.6** Use of employee parking spaces, as determined by the COR.

**8.4 SERVICES.** The following services will be furnished by the Government:

**8.4.1** Repair and maintenance of Government provided equipment and space.

**8.4.2** Building utilities and custodial services in accordance with established NARA Operational Procedures.

**8.5 EQUIPMENT.** The following equipment will be furnished by the Government:

**8.5.1** Telephones in the Security Control Rooms and at selected posts for use in the performance of this contract. Telephones will be used for official purposes only.

**8.5.2** An approved safe/cabinet located at Security Control for storage of Contractor provided firearms to include a clearing barrel.

**8.5.3** It is possible that the Contractor may also be provided other Government equipment such as magnetometers, X-Ray machines, and closed circuit television monitoring equipment. During orientation, the proper use of the equipment will be covered.

**9.0 CONTRACTOR FURNISHED PROPERTY.** The Contractor will furnish and maintain in acceptable condition, at no cost to contract supervisor or SO's, all items of uniform and equipment necessary to perform work required by this contract, as set forth below.

**9.1 Ammunition.** Each SO, lead officer, and supervisor entering on duty, will be issued forty five (45) rounds of .40 caliber Ammunition with three (3) magazines fifteen (15) rounds each. One magazine with Fifteen (15) rounds will be used as a firearm load with two magazines loaded fifteen rounds each carried inside the ammo pouch on the belt. Ammunition will be inspected for serviceability to ensure it is safe and ready for use. Contractor in addition to the basic load per supervisor, lead officer and SO will also provide an emergency contingent load of 500 rounds. Basic load at the Bush Center is approximately 1215 rounds total.

**9.2 Firearms.** Thirty two (32) firearms will be furnished by the Contractor in to equip each SO and supervisor while on duty. Additional firearms are required for special activities/functions when more personnel are on duty. Contractor will ensure the appropriate numbers of additional holsters, belt, required ammo pouches and other firearms belt items are maintained to properly equip additional security service personnel that may be called in during emergency or contingency operations. **Firearms for use under this contract will stay at the facility and be issued and turned-in as required for shift changes. Contract will not issue weapons to security officer as a personal issue item, which the officer will take from and bring to the job site.**

**9.2.1** Firearms will be a .40 caliber service type pistol. Personal weapons will not be brought to or used on Bush Center property.

**9.2.2** The COR is responsible for ensuring the firearms furnished comply with the requirements outlined herein. In the event of a dispute regarding whether firearms meet the requirements, the Contracting Officer will make the final decision.

**9.2.3** Appropriate and ample supplies of firearm upkeep and maintenance equipment, (cleaning solvents, lubrication oil, rods, brushes and patches, and other normal maintenance tools), will be provided by the Contractor.

**9.2.4** All firearms (by serial number) and ammunition (by type, lot number and quantity) will be accounted for at all times and stay at the facility. The Contractor will provide a list of serial numbers of firearms to be used or stored on the premises to the COR prior to the contract performance date. The list will be kept current at all times. If a firearm needs to be replaced and or removed from the property the Contractor will coordinate with the COR for this activity and receive clearance to do so.

**9.2.5** Supervisor or on-site shift lead officer will make accurate receipt and return entries on the Government provided control register forms used to account for contractor firearms and ammunition. Firearms will be inspected and issued by the supervisor or lead officer prior to issuance to the security officer. Firearms and ammunition will be returned to and inspected by the supervisor or lead officer at the end of each tour of duty. COR will inspect weapons and ammunition on occasion to ensure accountability and serviceability.

**9.2.6** Firearms will be cleaned and lightly oiled weekly, or more frequently, as weather and/or environmental conditions may require, ensuring optimum operating condition.

**9.2.7** Firearms and ammunition will be handled in a safe and prudent manner. Loading and unloading of ammunition and the cleaning of the firearm will take place in designated areas only and approved by the COR.

**9.2.8** All firearms and ammunition will be stored in accordance with safeguard standards established by the COR. Unless required in the performance of assigned duties, no firearms or ammunition will be removed from the premise(s). When not in use, all firearms and ammunition will be stored in the US Government provided locked safe or other cabinet, which complies with Government standards for storage of weapons. A Security Container Information Sheet (**SF-700**) (**See DRI 0003**) will be secured on the outside door of the container. Openings/closings of the container will be annotated on a SF-700. Completed SF-700s will remain on file for a period not less than six (6) months. Weapons security container must be locked at all times except for issuance or inventory of firearms and ammunition or other official use. The person opening the container/safe will maintain stringent control through visual observation and by remaining within arm reach of the container/safe. The security container combination will be changed when a person having access is no longer employed or no longer have official access to the container, the combination is possibly compromised, etc., the combination will be changed by the Contractor. The combination will be provided to the COR in a sealed, marked envelope, for securing at a separate location. In the event a firearm or ammunition needs to leave the facility for routine repair, maintenance or other authorized administrative manner, the Contractor will notify the COR in writing.

**9.2.9** A complete shift-to-shift inventory will be accomplished by the oncoming shift supervisor or lead officer in the presence of the off going shift supervisor or lead officer at the start of each shift. Should any weapon or any amount of ammunition item be determined as missing, lost, or stolen the off going supervisor will remain on duty until an investigation has been conducted by a NARA official. If the discovery is made prior to the off going shift departing the facility, they will also be required to remain, until an investigation has been conducted by a NARA official, and the COR has released those individuals. Any overtime cost incurred as a result of a missing firearm or ammunition, will be borne at the Contractor's expense.

**9.2.10 Firearms Licensing and Permits.** The Contractor must be licensed by the State of Texas to provide armed security force services. Unless the COR specifies otherwise, all security officers and supervisors are required to be armed while performing duties on-site under this contract. As required by (**paragraph 6.3**) above, the Contractor will provide all official bonds required, and pay all fees or costs involved or related to the authorization for arming of all employees engaged in providing on-site services specified under this contract. The Contractor will pay for all individual security officer expenses for Texas Security Guards Certification Card, Texas Handgun Permit, and all training required to qualify for credentials.

**9.2.10.1** The Contractor will obtain and maintain on file a valid Texas Security Guard Certification Card, Texas Handgun Permit and firearms qualifications card for each supervisor, lead officer and security officer. As required by (**paragraph 6.2**) above, all SOs, lead officers and supervisors will carry these cards on their person while on duty.

**9.2.10.2** As required by (**paragraph 6.5**) above, a copy of each security officer permit will be provided to the COR at least three working days prior to the anticipated assignment date of any individual. A copy of the individual's weapon qualifications score sheet and re-certification, regardless of where qualified, will be provided and maintained in the security officer's training jacket.

**9.2.10.3** A monthly status report on all security officers' credentials will be provided to the COR. This status report will show the expiration dates of all credentials, including but not limited to, Texas Handgun Permit, and current range qualification, CPR, First Aid and Automated External Defibrillator (AED).

**9.2.10.4** The COR will be immediately notified should firearm permits or other required credentials be terminated, revoked, suspended or expire at any time and the security officer(s) will be immediately removed from the work site.

**9.3 Flashlights.** Contractor should have available adequate, 4 "D" cell mag lites, with additional bulbs and batteries for use by Contractor employees, for routine and emergency illumination purposes. The Contractor will provide and maintain on-site, an adequate supply of batteries for all flashlights.

**9.4 Cell Phone.** The Contractor will provide cellular telephone capability to the supervisor, or those performing for the supervisor at Contractor expense, to ensure the supervisor can be contacted during off duty hours for guidance and direction from the Contractor security lead officer, security officer or NARA officials.

**9.5 Portable radios:** The Contractor will provide/purchase 30 radios which are compatible with the SMU Police radio system and be assigned a frequency to operate on the SMU radio system. In addition additional batteries, chargers, and other associated equipment (holders, speaker mike (two-way) with volume control, ear pieces and antenna). No other radio device(s) will be used by the Contractor. Technical information on the type of radios and compatibility will be provided by the telecommunications personnel from the SMU Police Department. SMU will verify and approve the acquisition of the radios. These radios will be for the exclusive of the Security Force and critical NARA employees for daily operational use.

**9.6 Supplementary Equipment.** Each SO, lead officer and supervisor on duty will be equipped with supplementary equipment to include, but not limited to: radio ear pieces, notebooks, pens, pencils, replacement flashlight batteries and bulbs, inclement weather clothing (raincoat, cap covers, overcoats, overshoes, mittens (gloves), etc.), as appropriate to operations. SO's and supervisors will not be permitted to provide themselves with any unauthorized supplemental or personal equipment such as chemical agent devices, concealed firearms, knives, "come-along," or other such non-standard items.

**9.7 Uniforms.** SO's uniforms type, parts, equipment, accessories, and the wearing of same will conform to approved standards and usage prescribed in this contract . Any uniform part or accessory not prescribed or provided for herein, or authorized in the contract will not be worn. The color of uniform accessories and equipment will be standard black. All supervisors and SO's will wear the same style or type of uniform accessories and equipment. Uniform shirts will be white in color and trousers will be a dark color such as black or dark navy blue. The Contractor prior to contract performance, will provide a sample of each uniform item proposed for use under this contract, for approval by the COR, prior to bulk purchasing and issuing to employees, to ensure the Government's intent regarding the professional appearance of the uniform items are met.

**9.7.1** All security officers will be in proper uniform as prescribed in this contract at the beginning of their tour of duty and remain in proper uniform until the end of their full tour of duty. Any uniform part or accessory not prescribed or provided for herein, or authorized in the contract will not be worn. Supervisors and security officers who are not in uniform at the times required by this contract may be replaced at the discretion of the COR, who will notify the Contractor's supervisor of problems of this nature. Supervisors and security officers who are

out of uniform more than twice may be subject to permanent removal from duty. Headgear is not required to be worn indoors with the exception of designated ceremonial activities.

**9.7.2** The Contractor will, prior to the contract performance date, submit to the COR documentation that the following items of uniform and equipment have been **fully and completely** issued to each employee. The COR is responsible for ensuring that the uniforms furnished under this contract comply with this contract.

**9.7.3** Uniforms and equipment do not have to be new but will be in good condition. Any dispute as to the condition of the uniforms will be settled by the COR.

**9.7.4 Hard Uniform Requirements.** All Contractor supervisors and SO's performing security services under this contract will be issued the following:

<u>ITEM</u>	<u>QUANTITY</u>
Shirt, long sleeve (*) with military creases & badge reinforcing & epaulets, 100% Polyester	5 full time 3 part time
Shirt, short sleeve with military crease & badge reinforcing & epaulets, 100% Polyester	5 full time 3 part time
Trouser, all season weight with red seam striping on both legs 100% Polyester	3
Black Belt 1 3/8" nylon web	1
Necktie, break away style black in color	2
Base Ball Cap, black in color with soft badge; (silver badges for officers, gold for supervisors Sgt. and above)	2
Hat cold weather type, black in color, with ear protection	1
Cold Weather Parka, black in color, with hood, patrol type, with front double zipper, side vents, with soft badge on the front left breast area, and the word "SECURITY" on the back, centered, just below the shoulder blades in a reflective material.	1
Sweater, black in color, pull over, commando style with epaulets.	2
Jacket, light weight, windbreaker with soft badge and the word "SECURITY" on the back, centered, just below the shoulder blades in a reflective material.	1
Raincoat, full length, and the word "SECURITY" on the back centered, just below the shoulder blades.	1
CPR Kit, with mouth barrier, one pair disposable gloves with Black in color belt pouch.	1
Gloves, black in color, leather and lined	1 pair
Black Pistol Belt – nylon web	1
LV II Ballistic Vest	1
Ear Piece compatible with issued radio	1
Holster, firearm (slide on belt type) with hammer safety strap, left/right as required - nylon web or molded with Retention Device.	1
Black nylon belt keepers	4
Black nylon magazine case	1

<u>ITEM</u>	<u>QUANTITY</u>
Handcuffs (pair) with key	1
ASP with holster case	1
Black nylon handcuff case	1
Black nylon key holder clip	1
Mini Mag Flashlight, 2 AA Cell, metal, with belt pouch	1
NARA Security Patch (if allowed by local jurisdictions or Texas Sanctioned Patch) right and left shoulder patch (each shirt and jacket)	16 to 24
Black Shoes, leather	1 pair
Winter Boots, 8 inch high, insulated/water proof	1 pair
Whistle, thunder, w/chain attachment (metal) silver color	1
Whistle, thunder, w/chain attachment (metal) gold color for Supervisors	1
Breast Badge, silver in color (non-supervisory), Gold in color (supervisory)	1
Nameplate, 3" by ¾" black ½ lettering on brushed Silver in color metal for officers, gold in color for supervisors and above with initial and last name	1
Note: A colored American flag patch 4 inch width with proportionate height, with the field of stars towards the front of the shirt will be sewn on upper most left shoulder of the short and long sleeved shirts, sweaters, and all outer wear with the exception of rain coats.	
* Long sleeve shirts will be required for seasonal wear after discussion with the COR for appropriateness based on seasonal weather.	

**9.7.5** Inclement weather clothing will be required for those SO's required to perform duties while exposed to cold, rain, and other inclement weather conditions. All inclement weather clothing will be identical in style and color for each SO.

**9.7.6** Colder weather and outdoor posts may necessitate a heavier fabric such as Raeford Uniform Fabric Company blazer style 8247, color number 35005, or equivalent; slacks, trousers style 3951, color number 171 or equivalent. Salient features are color and weight (14-14.5 ounces).

**9.7.7** Security officers will maintain uniforms, insignia, accessories, and equipment in a serviceable manner. All uniform accessories and equipment will be standard black.

**9.7.8** All items of clothing will fit well (i.e. not be too long, short, tight, or loose) and be clean, neat, and pressed. All accessories will be kept neat and clean.

**9.7.9** Shoes will be black low quarter and boots black high topped lace type with a police or plain toe and standard heel. Footwear will be polished and highly shined. Metal taps are not permitted on the sole or heels of the shoes.

**9.7.10** The uniform's color(s) will be the same as that in general use by large security or police organizations in the United States. All employees will wear the same color and style of uniform and accessories, with the exception.

**9.7.11** The uniform will only be worn when the security officer is on official duty or when the SO is in transit between his/her place of residence and duty station.

**9.7.12** Appropriately lettered breast and cap badges, indicating the jurisdiction from which security guard authority is obtained will be worn as part of the uniform (providing such authority is granted under state and local laws.) Identification nametags will be worn over the right breast shirt pocket.

**9.7.13** Shoulder patches with NARA identification, and not larger than 4.5 inches by 4.5 inches will be worn on the uniform's right and left shoulder, dependent on the local jurisdiction shoulder patch requirement. No Contractor identification/logo is to be worn or displayed on the uniform. It will be the NARA patch or the local jurisdiction patch, depending on the requirement. The COR will approve the patch. The patch will have a yellow background with the word "SECURITY" in white letters approximately center of patch. See **Attachment 13** for sample of patch to be displayed, dependent on local jurisdiction requirements.

**9.7.13.1** A colored U.S. Flag pin approved by the COR will be worn above the left shirt pocket centered. The U.S. flag pin will be worn on short and long sleeved shirts, sweaters, and all outer wear with the exception of rain coats and soft uniform blazers.

**9.7.14** Cleaning, pressing, and repair costs will be paid by the Contractor as allowed in the Department of Labor Service Contract Labor Wage Determination.

**9.7.15** While on duty, security officers will not wear jewelry or piercing retaining devices in any visible piercing (eyebrow, lip, tongue, nose, cheek, etc.; only female security officers with pierced ears may wear "flat stud" earrings). Rings will be limited to not more than one ring per ring finger. Necklaces, beads, chains, bracelets (except medical alert type), religious insignia, etc. are not considered authorized uniform items, and are prohibited. Ornaments, badges or other devices not described in this SOW will not be worn on the uniform.

**9.7.16** Only prescription eyeglasses may be worn with the uniform. Sunglasses or darkly tinted glasses will not be worn inside the building.

**9.8** Level II Ballistic Vests are required for each officer to wear under uniform while on duty. The vests provide 360 degree protection for the wear from the smallest C1 to the largest C5.

## **10.0 PHASE-OUT**

In the event the subsequent contract to this contract is issued to another contractor, you as the incumbent contractor will provide all reasonable support to the US Government and the subsequent contractor to ensure an orderly transition and minimize any impact on the operation. With regards to the subsequent contractor's access to incumbent employees, a recruitment notice may be placed in each facility prior to subsequent contractor assuming full security responsibilities. The CO/COR will be the binding arbitrator/authority in any phase-out dispute(s) between outgoing and incoming contractors.

**11.0 CONTRACTOR DELIVERABLES**

All deliverables must be delivered to the COR in both hard copy and electronically using Microsoft Word, Access, or Excel etc. as appropriate.

<b>Data Requirements Item</b>	<b>Title</b>
0001	Disposition of Lost and Found Property
0002	Monthly Status Report
0003	Mandatory Security Reports, w/Attachments 1-8 various forms
0004	Security Operations Plan
0005	Safety Incident/Accident/Injury Report
0006	Contingency Plan
0007	Quality Control Plan/Quality Control Inspection Reports
0008	Training Plan, w/Attachment 1, Training Schedule
0009	Pre-employment Screening Documentation, w/Attachment 1-Resume Format
0010	Government Property Inventory Report

**EXHIBIT A**

**DATA REQUIREMENT ITEMS (DRI)**

**0001-0010**

<b>DATA REQUIREMENT ITEM (DRI)</b>		<b>A. DRI NO.</b> 0001
<b>B. LINE ITEM TITLE</b> DISPOSITION OF PROPERTY (NARA Directive 274)		
<b>C. Contract REF.</b> 3.3.15	<b>D. DATE OF FIRST SUBMISSION</b> ASREQ	<b>E. FREQUENCY</b> Monthly
<b>F. REQUIRING/APPROVAL OFFICE</b> LP-GWB	<b>G. APPROVAL CODE</b> See Block H	
<b>H. REMARKS</b> Block D (cont.): Reports will be submitted within 2 work days after the end of each month of the property loss, discovery, or disposition thereof.		
<b>I. DISTRIBUTION</b>		
<u>ADDRESSEE</u>	<u>NO. OF COPIES</u>	
COR	1	
<b>TOTAL</b>	1	
<b>DATA REQUIREMENT DESCRIPTION</b>		
<b>J. PURPOSE</b> To provide a disposition of lost and found property.		<b>K. REFERENCES</b>
<b>L. PREPARATION INFORMATION</b>		
1. The report must be in contractor format.		
2. All property losses and discoveries, including the disposition thereof, shall be reported. Property shall be marked in accordance with NARA Form 6035, Tag for Found Property. Information shall be reported on NA Form 6036, Record of Property Found in Attempt to Contact Owner. The following minimum information shall be included in each report:		
a. Date and time of loss/discovery.		
b. Location of loss/discovery.		
c. Contractor personnel involved.		
d. Circumstances involved in the loss/discovery.		
e. Disposition of property.		
<b>M. PREPARED BY</b> Jason Lassiter		<b>N. DATE PREPARED</b>
<b>O. APPROVED BY</b> Thomas Hagler		<b>P. DATE APPROVED</b>

<b>DATA REQUIREMENT ITEM (DRI)</b>		<b>A. DRI NO.</b> 0002
<b>B. LINE ITEM TITLE</b> MONTHLY STATUS REPORT		
<b>C. Contract REF.</b> 4.4.4.2	<b>D. DATE OF FIRST SUBMISSION</b> See Block H	<b>E. FREQUENCY</b> See Block H
<b>F. REQUIRING/APPROVAL OFFICE</b> LP-GWB	<b>G. APPROVAL CODE</b> See Block H	
<b>H. REMARKS</b> <b>Block D (cont.):</b> The initial report is due 45 calendar days after contract issuance. <b>Block E (cont.):</b> Monthly reports are to be submitted on the 10 <sup>th</sup> calendar day of the month. <b>Block G (cont.):</b> Approval of technical content.		
<b>I. DISTRIBUTION</b>		
<b><u>ADDRESSEE</u></b>	<b><u>NO. OF COPIES</u></b>	
COR	1	
TOTAL	1	
<b>DATA REQUIREMENT DESCRIPTION</b>		
<b>J. PURPOSE</b> To provide a summary of the previous month's activities and to identify any issues or concerns.		<b>K. REFERENCES</b>
<b>L. PREPARATION INFORMATION</b> 1. The report must be in contractor format. 2. As a minimum, the report must contain the following: <ol style="list-style-type: none"> <li>Status of the contractor activities against plans as an indication of performance;</li> <li>Identification of significant issues, problems, or concerns related to performance or administration;</li> <li>Statistics on the suitability and stability of the work force, i.e., absenteeism, turnover rates, and behavioral infractions;</li> <li>Training accomplished during the month; and</li> <li>Summary of incidents and injuries during the month.</li> </ol> 3. Provide analysis of the data from the contractor's records of time of arrival and departure with the manpower requirements reported in the following formats: (1) period to date basis with the reporting period being the first through the last day of the previous month, and (2) a cumulative basis. The following information must be provided in each format: <ol style="list-style-type: none"> <li>Total hours expended by fiscal year for the reporting period;</li> <li>Total hours expended by CLIN for the reporting period;</li> <li>Total hours expended by skill category within the specified CLIN for the reporting period; and</li> <li>Daily hours logged by individual personnel (by name) within the specified skill category and CLIN for the reporting period.</li> </ol> 4. Provide a summary of the monthly prices by CLIN and contract total, on a monthly and cumulative basis.		
<b>M. PREPARED BY</b> Jason Lassiter		<b>N. DATE PREPARED</b>
<b>O. APPROVED BY</b> Thomas Hagler		<b>P. DATE APPROVED</b>

<b>DATA REQUIREMENT ITEM (DRI)</b>		<b>A. DRI NO.</b> 0003
<b>B. LINE ITEM TITLE</b> MANDATORY SECURITY REPORTS		
<b>C. Contract REF.</b> 3.3.17	<b>D. DATE OF FIRST SUBMISSION</b> See Block H	<b>E. FREQUENCY</b> See Block H
<b>F. REQUIRING/APPROVAL OFFICE</b> LP-GWB	<b>G. APPROVAL CODE</b> NAR	
<b>H. REMARKS</b> <b>Block D &amp; E (cont.):</b> Mandatory security reports shall be submitted NLT the first workday of the following month.		
<b>I. DISTRIBUTION</b>		
<u>ADDRESSEE</u>	<u>NO. OF COPIES</u>	
COR	1	
TOTAL	1	
<b>DATA REQUIREMENT DESCRIPTION</b>		
<b>J. PURPOSE</b> To provide mandatory security reports and forms		<b>K. REFERENCES</b>
<b>L. PREPARATION INFORMATION</b> 1. The following Security Reports and forms shall be submitted as required: a. NA Form 6014, Record of Times of Arrival and Departure-DRI 0003 b. NA Form 6019, Contract Guard Duty Register-DRI 0003/Attachment 2 c. NA Form 6036, Record of Property Found in Attempt to Contact Owner-DRI 0003 d. NA Form 6022, Officers' Operation Logs-DRI 0003 e. NA Form 6037, Offense/Incident Report-DRI 0003 f. NA Form 6035, Tag for Found Property-DRI 0003 g. Standard Form (SF) 700, Security Container Information Sheet-DRI 0003 h. NA Form 6020, Firearms and Equipment Control Logs-DRI 0003 i. Computer Alarm Report Printout.		
<b>M. PREPARED BY</b> Jason Lassiter		<b>N. DATE PREPARED</b>
<b>O. APPROVED BY</b> Thomas Hagler		<b>P. DATE APPROVED</b>









## OFFENSE/INCIDENT AND INVESTIGATION REPORT

OFFENSE/INCIDENT AND INVESTIGATION REPORT			
<b>1. NAME AND LOCATION OF NARA ELEMENT</b> National Archives II 8601 Adelphi Road College Park, MD 20740	<b>2. DATE/TIME OF INCIDENT</b> a. Date: _____  b. Time: _____	<b>3. REPORT CONTROL NO.</b> _____	
<b>4. TYPE OF OFFENSE/INCIDENT:</b> _____	<b>5. SPECIFIC LOCATION OF OFFENSE/INCIDENT:</b> _____		
<b>6. LAW ENFORCEMENT SUPPORT:</b>  <input type="checkbox"/> FPS <input type="checkbox"/> Local <input type="checkbox"/> Other  <input type="checkbox"/> Responded to Alarm <input type="checkbox"/> Called  Time Arrived: _____  Time Departed: _____  Report Made: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Report No: _____	<b>7. EMERGENCY SERVICE SUPPORT:</b> Medical <input type="checkbox"/> Fire <input type="checkbox"/>  <input type="checkbox"/> Called <input type="checkbox"/> Responded to Alarm  Time Arrived: _____    Departed: _____  Vehicle NO: _____    Dept. No: _____  Hospital Destination: _____  Report Made: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Report Type/No. _____		
<b>8. COMPLAINANT: (Name and Address)</b>    Tele No. _____	<b>9. WITNESSES: (Names)</b> _____ _____ _____ _____		Tele No. _____ _____ _____
<b>10. NARRATIVE/SUMMARY: (Who, What, When, Where, How, Why and Action Taken)</b>  _____ _____ _____ _____ _____ _____ _____ _____ _____ _____			
Security Officer: _____	Post: _____	Relief: _____	Signature: _____
Security Supervisor: _____		Signature: _____	Date: _____
Project Manager: _____		Signature: _____	Date: _____
NARA Security Rep: _____		Signature: _____	Date: _____

# TAG FOR FOUND PROPERTY



**FOUND PROPERTY**

1. DATE \_\_\_\_\_ 2. TAG NO. \_\_\_\_\_

3. WHERE FOUND \_\_\_\_\_

4. BRIEF DESCRIPTION OF PROPERTY \_\_\_\_\_

5. NAME AND TELEPHONE NO. OF FINDER \_\_\_\_\_

6. RECEIVED BY (Name) \_\_\_\_\_

NARA \_\_\_\_\_ MA Form 6035



**CHAIN OF CUSTODY**

RECEIVED FROM	RECEIVED BY	DATE

RETURNED TO OWNER     TRANSFERRED SF 120    DATE \_\_\_\_\_

PROPERTY CUSTODIAN \_\_\_\_\_

**RECEIPT FOR PROPERTY FOUND**

7. DATE \_\_\_\_\_ 8. TAG NO. \_\_\_\_\_

9. BRIEF DESCRIPTION OF PROPERTY \_\_\_\_\_

10. RECEIVED BY (Name) \_\_\_\_\_

NARA \_\_\_\_\_ MA Form 6035 (1-93)

**NOTICE**

This stub is your record of having turned this property in to the appropriate office and does not constitute a claim for the property.

☆ GPO 2010-366-320    MA Form 6035 (1-93)

# SECURITY CONTAINER INFORMATION SHEET

SECURITY CONTAINER INFORMATION INSTRUCTIONS		CLASSIFICATION LEVEL		
1. Complete Part 1 and Part 2A (on one of flap). 2. Detach Part 1 and attach to the inside of the container. 3. Mark Parts 2 and 2A with the highest classification level stored in this security container. 4. Detach Part 2A, insert in envelope (Part 2) and seal. 5. Do not use this information to create a new security container. 6. Do not use this information to create a new security container. 7. Do not use this information to create a new security container. 8. Do not use this information to create a new security container. 9. Do not use this information to create a new security container. 10. Do not use this information to create a new security container. 11. Do not use this information to create a new security container.		1. AREA OR POST <i>(if required)</i>	2. BUILDING <i>(if required)</i>	3. ROOM NO.
		4. ACTIVITY (Division, Branch, Section or Office)		
		6. MFG. & CLASS OF CONTAINER	7. MFG. & LOCK MODEL	8. SERIAL NO. OF LOCK
		10. PRINT NAME/ORGANIZATION SYMBOL WITH SIGNATURE OF PERSON MAKING CHANGE		
11. Immediately notify one of the following persons, if this container is found open and unattended:				
EMPLOYEE NAME	HOME ADDRESS	HOME PHONE		

1. ATTACH TO INSIDE OF SECURITY CONTAINER

700-102      STANDARD FORM 700 (REV. 4-01)  
 NSN 7540-01-214-4372      Prescribed by 32 CFR 2003

**WARNING**  
 WHEN COMBINATION ON PART 2A IS ENCLOSED, THIS ENVELOPE MUST BE SAFEGUARDED IN ACCORDANCE WITH APPROPRIATE SECURITY REQUIREMENTS.

DETACH HERE

<p style="text-align: center;">CLASSIFICATION LEVEL</p> <p>SECURITY CONTAINER NUMBER _____</p> <p style="text-align: center;"><b>COMBINATION</b></p> <p>_____ turns to the (Right) (Left) stop at _____</p> <p>_____ turns to the (Right) (Left) stop at _____</p> <p>_____ turns to the (Right) (Left) stop at _____</p> <p>_____ turns to the (Right) (Left) stop at _____</p> <p style="text-align: center;"><b>WARNING</b></p> <p style="font-size: x-small;">THIS COPY CONTAINS CLASSIFIED INFORMATION WHEN COMBINATION IS ENCLOSED.                  UNCLASSIFIED UPON CHANGE OF COMBINATION.</p>	<p style="text-align: center;">CLASSIFICATION LEVEL</p> <p>SECURITY CONTAINER NUMBER _____</p> <p style="text-align: center;"><b>COMBINATION</b></p> <p>_____ turns to the (Right) (Left) stop at _____</p> <p>_____ turns to the (Right) (Left) stop at _____</p> <p>_____ turns to the (Right) (Left) stop at _____</p> <p>_____ turns to the (Right) (Left) stop at _____</p> <p style="text-align: center;"><b>WARNING</b></p> <p style="font-size: x-small;">THIS COPY CONTAINS CLASSIFIED INFORMATION WHEN COMBINATION IS ENCLOSED.                  UNCLASSIFIED UPON CHANGE OF COMBINATION.</p>
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2A. INSERT IN ENVELOPE      SF 700 (REV. 4-01)  
 Prescribed by NARA/ISSC  
 32 CFR 2003



<b>DATA REQUIREMENT ITEM (DRI)</b>		<b>A. DRI NO.</b> 0004
<b>B. LINE ITEM TITLE</b> SECURITY OPERATIONS PLAN		
<b>C. Contract REF.</b> 4.1	<b>D. DATE OF FIRST SUBMISSION</b> See Block H	<b>E. FREQUENCY</b> See Block H
<b>F. REQUIRING/APPROVAL OFFICE</b> LP-GWB	<b>G. APPROVAL CODE</b> See Block H	
<b>H. REMARKS</b> <b>Block D (cont.):</b> The initial plan is due 10 calendar days after contract issuance. <b>Block E (cont.):</b> The revision incorporating Government comments is to be submitted 45 days after contract issuance. Subsequent submissions may be submitted in the form of change pages. <b>Block G (cont.):</b> Approval of technical content.		
<b>I. DISTRIBUTION</b>		
<u>ADDRESSEE</u>	<u>NO. OF COPIES</u>	
COR	1	
TOTAL	1	
<b>DATA REQUIREMENT DESCRIPTION</b>		
<b>J. PURPOSE</b> To assess and approve contractor's detailed plan for fulfilling the security provisions of the contract.		<b>K. REFERENCES</b>
<b>L. PREPARATION INFORMATION</b> 1. The Plan must be in contractor format. 2. The Plan shall include how the contractor will report significant activities, including plans for daily briefings, as appropriate, on unusual and major incidents, including, but not limited to, accidents, injuries, bomb threats, and unlawful acts; responses; and situations.		
<b>M. PREPARED BY</b> Jason Lassiter		<b>N. DATE PREPARED</b>
<b>O. APPROVED BY</b> Thomas Hagler		<b>P. DATE APPROVED</b>

<b>DATA REQUIREMENT ITEM (DRI)</b>		<b>A. DRI NO.</b> 0005
<b>B. LINE ITEM TITLE</b> SAFETY INCIDENT/ACCIDENT/INJURY REPORT		
<b>C. Contract REF.</b> 3.3.17	<b>D. DATE OF FIRST SUBMISSION</b> ASREQ	<b>E. FREQUENCY</b> See Block H
<b>F. REQUIRING/APPROVAL OFFICE</b> LP-GWB	<b>G. APPROVAL CODE</b> BCR	
<b>H. REMARKS</b> <b>Block D (cont.):</b> Formal reports will be submitted within 12 hours of any incident/accident/injury. An initial notification of the incident/accident/injury will be provided orally to the COR within 30 minutes.		
<b>I. DISTRIBUTION</b>		
<u>ADDRESSEE</u>	<u>NO. OF COPIES</u>	
COR	1	
TOTAL	1	
<b>DATA REQUIREMENT DESCRIPTION</b>		
<b>J. PURPOSE</b> To notify NARA of safety incidents, accidents and injuries.		<b>K. REFERENCES</b>
<b>L. PREPARATION INFORMATION</b> 1. The report must be in contractor format. 2. The following information shall be included in each report: a. Date and time of safety incident/accident/injury; b. Location of safety incident/accident/injury; c. Contractor involved; d. Extent of injuries; e. Any damage to equipment/facilities; f. Circumstances involved in the safety/accident/injury; and g. Any actions to prevent similar safety incident/accident/injury in the future.		
<b>M. PREPARED BY</b> Jason Lassiter		<b>N. DATE PREPARED</b>
<b>O. APPROVED BY</b> Thomas Hagler		<b>P. DATE APPROVED</b>

<b>DATA REQUIREMENT ITEM (DRI)</b>		<b>A. DRI NO.</b> 0006
<b>B. LINE ITEM TITLE</b> CONTINGENCY PLAN		
<b>C. Contract REF.</b> 4.9.1	<b>D. DATE OF FIRST SUBMISSION</b> 30 Days after Award	<b>E. FREQUENCY</b> As needed
<b>F. REQUIRING/APPROVAL OFFICE</b> LP-GWB	<b>G. APPROVAL CODE</b>	
<b>H. REMARKS</b> <b>Block E (cont.):</b> Revisions which may be necessary due to changing requirements will be incorporated as they occur.		
<b>I. DISTRIBUTION</b>		
<u>ADDRESSEE</u>	<u>NO. OF COPIES</u>	
COR	1	
TOTAL	1	
<b>DATA REQUIREMENT DESCRIPTION</b>		
<b>J. PURPOSE</b> To assess the contractor's Emergency Call-Back, Snow Emergency, and Strike Contingency Procedures.		<b>K. REFERENCES</b>
<b>L. PREPARATION INFORMATION</b>		
<ol style="list-style-type: none"> <li>The report must be in contractor format.</li> <li>The Plan shall discuss Proposed procedures, techniques, and mechanisms for implementing the Emergency Call-Back, Snow Emergency, and Strike Contingency procedures.</li> </ol>		
<b><u>Emergency Call-Back:</u></b>		
The plan shall provide for the availability of security personnel to perform those services necessary to meet the required security operational standards. The plan shall include provisions for recall of key technical, supervisory, and management personnel as required.		
<b><u>Snow Emergency:</u></b>		
The plan shall describe how security requirements will be maintained during snow and ice emergencies.		
<b><u>Strike Contingency:</u></b>		
The plan shall describe the contractor's strike contingency plan for ensuring continuity of security services in the event of a strike by the contractor's own employees or a lapse in services by the contractor's subcontractor(s).		
<b>M. PREPARED BY</b> Jason Lassiter		<b>N. DATE PREPARED</b>
<b>O. APPROVED BY</b> Thomas Hagler		<b>P. DATE APPROVED</b>

<b>DATA REQUIREMENT ITEM (DRI)</b>		<b>A. DRI NO.</b> 0007
<b>B. LINE ITEM TITLE</b> QUALITY CONTROL PLAN/QUALITY CONTROL INSPECTION REPORTS		
<b>C. Contract REF.</b> 4.8	<b>D. DATE OF FIRST SUBMISSION</b> 30 Days after Award	<b>E. FREQUENCY</b> As needed
<b>F. REQUIRING/APPROVAL OFFICE</b> LP-GWB	<b>G. APPROVAL CODE</b>	
<b>H. REMARKS</b> <b>Block E (cont.):</b> Annual revisions to the Quality Control Plan are to be submitted within 30 calendar days of the start of the performance period for which it applies. Recurring Quality Control Inspections Reports shall be completed on for each inspection and maintained on-site for Government inspection.		
<b>I. DISTRIBUTION</b>		
<u>ADDRESSEE</u>	<u>NO. OF COPIES</u>	
COR	1	
TOTAL	1	
<b>DATA REQUIREMENT DESCRIPTION</b>		
<b>J. PURPOSE</b> To assess the contractor's system for controlling and monitoring the quality of services provided under the contract.		<b>K. REFERENCES</b>
<b>L. PREPARATION INFORMATION</b> 1. The Quality Control Plan (QCP) shall be in contractor format. 2. The QCP shall specifically address the following as a minimum: a. Proposed procedures, techniques, and mechanisms for implementing the QCP and making employees aware of all its aspects. Discuss techniques for enhancing quality consistency and continuous quality improvement, including techniques for sensitizing employees relative to maintaining and enhancing quality workmanship. Discuss in detail the company bonus, incentive program as it pertains to continuous quality improvement; b. Provide a description of the Proposed quality system. The system must cover all contract services, specify how work to be inspected on either a scheduled or unscheduled basis, and describe how inspections are to be conducted. Discuss mechanisms for the identification of substandard output. Fully describe Proposed methods of providing proactive, self-initiated corrective actions and revisions, updates, audits, and timely delivery and completeness of contract requirements; c. Discuss obtainment and utilization of feedback from outside sources in continuously evaluating the quality of your procedures and services, to include the mechanisms for incorporating the feedback into the Proposed QCP; d. Written checklist(s) for inspecting contract performance. The description shall include specifics as to the areas to be inspected on both a scheduled and unscheduled basis, frequency of inspections, and the title and organizational placement of the inspectors; and e. A description of the records to be kept to document inspections and corrective or preventative actions taken. f. Reports which document the periodic exercises to test the response of the security officers to various types of threats or incidents.  <b>Quality Control Inspection Report.</b> 1. The Quality Control Inspection (QCI) Report shall be in contractor format. 2. The QCI Report shall specifically address the following as a minimum: a. Name of Inspector; b. Date of Inspection; c. What was inspected; d. QC problems or deficiencies identified; e. Corrective actions(s) taken; and f. Date of Corrective action.		
<b>M. PREPARED BY</b> Jason Lassiter		<b>N. DATE PREPARED</b>
<b>O. APPROVED BY</b> Thomas Hagler		<b>P. DATE APPROVED</b>

<b>DATA REQUIREMENT ITEM (DRI)</b>		<b>A. DRI NO.</b> 0008
<b>B. LINE ITEM TITLE</b> TRAINING PLAN		
<b>C. Contract REF.</b> 5.1	<b>D. DATE OF FIRST SUBMISSION</b> See Block H	<b>E. FREQUENCY</b> See Block H
<b>F. REQUIRING/APPROVAL OFFICE</b> LP-GWB	<b>G. APPROVAL CODE</b> See Block H	
<b>H. REMARKS</b> <b>Block D (cont.):</b> 10 Days after notice of contract issuance. <b>Block E (cont.):</b> The revision incorporating Government comments is to be submitted 45 days after contract issuance. Subsequent submissions may be submitted in the form of change pages. <b>Block G (cont.):</b> Approval of technical content.		
<b>I. DISTRIBUTION</b>		
<u>ADDRESSEE</u>	<u>NO. OF COPIES</u>	
COR	1	
TOTAL	1	
<b>DATA REQUIREMENT DESCRIPTION</b>		
<b>J. PURPOSE</b> To ensure adequate oversight of the security education and training of contractor employees involved in the protection of national resources.		<b>K. REFERENCES</b>
<b>L. PREPARATION INFORMATION</b> 1. The report shall be in contractor format. 2. The Plan shall contain the following information: a. Training Schedule –DRI 0008/Attachment 1; b. An outline of advanced training items; c. Identification of contractor provided trainers, resumes for each instructor, and credentials; d. Briefings or instructions received along with the dates of training; e. Applicable certification test dates along with a pass/fail status; and f. Scheduled dates for re-certification.		
<b>M. PREPARED BY</b> Jason Lassiter		<b>N. DATE PREPARED</b>
<b>O. APPROVED BY</b> Thomas Hagler		<b>P. DATE APPROVED</b>



<b>DATA REQUIREMENT ITEM (DRI)</b>		<b>A. DRI NO.</b> 0009
<b>B. LINE ITEM TITLE</b> PRE-EMPLOYMENT SCREENING DOCUMENTATION		
<b>C. Contract REF.</b> 5.4.2, 6.0	<b>D. DATE OF FIRST SUBMISSION</b> See Block H	<b>E. FREQUENCY</b> See Block H
<b>F. REQUIRING/APPROVAL OFFICE</b> LP-GWB	<b>G. APPROVAL CODE</b> See Block H	
<b>H. REMARKS</b> <b>Block D &amp; E (cont.):</b> Reports shall be submitted prior to the start of “on the job training” and 10 Days after notice of contract issuance. <b>Block G (cont.):</b> Approval of technical content.		
<b>I. DISTRIBUTION</b>		
<u>ADDRESSEE</u>	<u>NO. OF COPIES</u>	
COR	1	
TOTAL	1	
<b>DATA REQUIREMENT DESCRIPTION</b>		
<b>J. PURPOSE</b> To ensure adequate pre-employment screening of contractor employees.		<b>K. REFERENCES</b>
<b>L. PREPARATION INFORMATION</b>  <b>All Personnel:</b> All personnel shall submit the following: <ul style="list-style-type: none"> <li>a. OF 306, Declaration for Federal Employment;</li> <li>b. SF-85, Security Investigation Data for Non-Sensitive Position;</li> <li>c. FD-258 Fingerprint Card or electronic fingerprints</li> <li>d. Copies of training certificates, etc.;</li> <li>e. Police check from state of residence;</li> <li>f. Optional Form 178 , Certificate of Medical Examination; and</li> <li>g. Documentation of Drug Testing Results.</li> </ul> <b>Key Personnel:</b> All designated Key Personnel shall submit a resume. Resumes shall be submitted in the format provided in Attachment 1 to this data requirement item.		
<b>M. PREPARED BY</b> Jason Lassiter		<b>N. DATE PREPARED</b>
<b>O. APPROVED BY</b> Thomas Hagler		<b>P. DATE APPROVED</b>

**DATA REQUIREMENT ITEM 0009  
ATTACHMENT 1  
RESUME**

**This resume must be completed for the supervisory on-site person who will have a direct job performance relationship with those on-site personnel assigned to perform work requirements for the contract for the contract and with the Contracting Officer's Representative (COR) or designee.**

**PROPOSED POSITION TITLE:**

**EMPLOYEE NAME:**

**CURRENT POSITION TITLE:**

**NAME/ADDRESS OF CURRENT EMPLOYER:**

**PERIOD OF YEARS & MONTHS IN CURRENT POSITION TITLE:**

**NUMBER OF PERSONS BEING SUPERVISED:**

**DESCRIPTION OF DUTIES AND THEIR PERCENTAGE OF TIME FOR CURRENT POSITION:**

**PRIOR WORK EXPERIENCE IN PREVIOUS 10 YEARS:**

<b>Employer Name And Address</b>	<b>Name &amp; Telephone of Supervisor</b>	<b>From</b>	<b>To</b>	<b>Job Title</b>

**DATA REQUIREMENT ITEM 0009  
ATTACHMENT 1(Continued)  
RESUME**

**SUMMARY OF EDUCATION**

<b>NAME &amp; ADDRESS OF SCHOOL OR COLLEGE</b>	<b>PERIOD OF ATTENDANCE</b>	<b>CREDITS/HOURS</b>	<b>DEGREES/CERTIFICATES</b>

**SPECIALIZED TRAINING OR CONTINUING EDUCATION CLASSES**

<b>NAME &amp; ADDRESS OF SCHOOL OR COLLEGE</b>	<b>PERIOD OF ATTENDANCE</b>	<b>CREDITS/HOURS</b>	<b>DEGREES/CERTIFICATES</b>

**BRIEF STATEMENT OF WHY THE PROPOSED SUPERVISOR IS BEST QUALIFIED FOR THE CONTRACT:**

<b>DATA REQUIREMENT ITEM (DRI)</b>		<b>A. DRI NO.</b> 0010
<b>B. LINE ITEM TITLE</b> GOVERNMENT PROPERTY INVENTORY REPORT		
<b>C. Contract REF.</b> 9.1	<b>D. DATE OF FIRST SUBMISSION</b> See Block H	<b>E. FREQUENCY</b> See Block H
<b>F. REQUIRING/APPROVAL OFFICE</b> LP-GWB	<b>G. APPROVAL CODE</b> BCR	
<b>H. REMARKS</b> <b>Block D cont.):</b> Reports shall be submitted not later than 10 calendar days after contract start. <b>Block E (cont.):</b> report shall be submitted within 30 calendar days prior to the end of each contract year (including any option periods).		
<b>I. DISTRIBUTION</b>		
<b><u>ADDRESSEE</u></b>	<b><u>NO. OF COPIES</u></b>	
COR	1	
TOTAL	1	
<b>DATA REQUIREMENT DESCRIPTION</b>		
<b>J. PURPOSE</b> To provide the status of government property held accountable by the contractor.		<b>K. REFERENCES</b>
<b>L. PREPARATION INFORMATION</b>  1. The Report shall be in contractor format. 2. The following information shall be included in each report: a. The report shall provide information separately for each category of Government property, i.e. Government equipment, manuals, books, guides, etc.; b. The report shall provide as a minimum the part number, item description, unit of issue, and quantity; c. The report shall identify the beginning inventory, the property acquired, the property used/consumed, condition of the property, and the ending inventory; d. The ending inventory for each line item of Government property as verified by physical count. e. Identification of the number and dollar value of items missing. An explanation of any differences (losses or gains) from inventory records along with actions to prevent future discrepancies; and f. The dates of the inventories.		
<b>M. PREPARED BY</b> Jason Lassiter		<b>N. DATE PREPARED</b>
<b>O. APPROVED BY</b> Thomas Hagler		<b>P. DATE APPROVED</b>

**LIST OF ATTACHMENTS**

ATTACHMENT	TITLE	NO. OF PAGES
1	PRODUCTIVE LABOR CATEGORY SUMMARY REQUIREMENTS	1
2	SECURITY POST HOURS	1
3	TRAINING SUBJECTS PRESENTED BY THE CONTRACTING OFFICER'S REPRESENTATIVE (COR) TO DESIGNATED CONTRACTOR PERSONNEL	1
4	SECURITY OFFICER STAFFING MATRIX	1
5	TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR	3
6	REPORT OF TRAINING COMPLETION / CERTIFICATION OF TRAINING	2
7	RESERVED FOR FUTURE USE	1
8	CERTIFICATION OF FIREARMS TRAINING	2
9	TRAINING SCHEDULE AND PLAN	1
10	QUALITY CONTROL INSPECTION	2
11	PHYSICAL STAMINA PERFORMANCE STANDARDS	1
12	CERTIFICATE OF MEDICAL EXAMINATION	8
13	SAMPLE OF PATCH	1
14	WAGE RATE DETERMINATION	14

## ATTACHMENT 1

### PRODUCTIVE LABOR CATEGORY SUMMARY REQUIREMENTS FOR THE GEORGE W. BUSH CENTER

<b>Labor Category</b>	<b>Bush Library Annual Hours</b>	<b>Number of Days</b>
Supervisor	2,088	261
Lead Officer	8,760	365
Armed Security Officer	35,593	2,488
<b>Total Hours / Days</b>	<b>46,441</b>	<b>3,114</b>

### LABOR CATEGORY SUMMARY REQUIREMENTS FOR THE GEORGE W. BUSH FOUNDATION

<b>Labor Category</b>	<b>Foundation Annual Hours</b>	<b>Number of Days</b>
Armed Security Officer	2,570	257
<b>Total Hours / Days</b>	<b>2,570</b>	<b>257</b>

#### **NOTES:**

- 1) When relief periods (breaks, lunch, etc.) are authorized by the Contractor, the relief will be provided by the Contractor's on duty Supervisor, Lead or Roving Officer. Not having an official lunch period, all Security Officers (SOs) on relief must remain in close proximity to the work area and must be prepared to immediately respond to a return to post order.
- 2) The supervisor requirement is 2,080 hours per year. The contractor must submit supervisory schedules to the Contracting Officer's Representative (COR) for approval. Satisfactory supervision will include visual inspection of each SO and each guard post at least once each duty day. Other supervisory presence may be needed, as may be determined by the COR
- 3) George W. Bush NARA Offices: Closed on Saturday, Sunday and all Federal holidays.
- 4) George W. Bush Library, and Foundation: Closed on Thanksgiving, Christmas, and News Year Day.
- 5) Temporary Additional Services are also included in this contract but is prices separately as Additional/Emergency Services.

## ATTACHMENT 2

## GEORGE W. BUSH CENTER SECURITY POST HOURS

POST	HOURS	DAYS	LOCATION	Daily Hours (Total)	Weekly Hours (Total)
Supervisor	0800-1600	Tues - Sat	Security Control / Roving	8	40
Lead Officer	0001-2400	Sun - Sat	Main Lobby/Roving	24	168
Post #1	0001-2400	Sun - Sat	Security Control	24	168
Post #1A	1030-1630	Mon - Sat	Security Control	8	48
Post #1A	1200-1700	Sun	Security Control	5	5
Post #2	0600-1800	Mon - Fri	Loading Dock / Rear Exit Screening	12	60
Post #2	0900-1800	Sat	Loading Dock Screening	9	9
Post #3	0900-1800	Mon - Sat	Entry Screening (Main Lobby)	9	54
Post #3	1200-1700	Sun		5	5
Post #4	0900-1800	Mon – Sat	Entry Screening (Main Lobby)	9	54
Post #4	1200-1700	Sun		5	5
Post #5	0900-1800	Mon – Sat	Front Exit Screening (Main Lobby and NARA offices exit)	9	54
Post #5	1130-1730	Sun	Front Exit Screening	6	6
Post #6	0001-2400	Sun – Sat	Public Space Rover	24	168
Post #8	0830-1830	Mon - Fri	Rover	10	50
			<b>Total Hours</b>	<b>167</b>	<b>894</b>

### ATTACHMENT 3

#### TRAINING SUBJECTS PRESENTED BY THE CONTRACTING OFFICER'S REPRESENTATIVE (COR) TO DESIGNATED CONTRACTOR PERSONNEL

NOTE THIS TRAINING IS PROVIDED TO ALL SECURITY OFFICERS (SOs)  
AND SUPERVISORS AND IS GIVEN AT THE GEORGE W. BUSH CENTER

SUBJECT	HOURS	DESCRIPTION
Orientation to NARA operations and Facility layout.	1	Discussion of the facility to include its function, facility tour, critical infrastructure equipment location, the jobs of various staff members, and the relationship of SOs to the mission of the Center.
Role and relationship of the COR, Contract Inspector, and Contract Manager	2	Explain the roles and duties of the COR, Contract Inspector, and Contract Manager.
Rules and regulations governing public buildings and grounds	1	Discuss the rules and regulations as they relate to the Center and the surrounding grounds, policy enforcement and exit screening procedures and holding protection.
SO Duty Book and SO Posts and Assignments	3	Discuss the various posts and the correct procedures for each one. Record walk each post with the SOs and discuss responses to possible situations and methods of dealing with the public.
CCTV, Access Control, Intrusion Alarm Training and Communication Systems	8	The COR and the contractor for these systems will provide user level training on the systems to control, monitor and respond to system issues.
The Occupant Emergency Plan	2	Discuss the Occupant Emergency Plan and the role of the SO force in protecting the building, its occupants and its contents.
Other Visitor Questions	2	Discussion of frequently asked questions, including local attractions.
Holdings Protection Training	1	*Taken online under LMS-certificate required
Total Hours	20	



## ATTACHMENT 5

### TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR

SUBJECT	HOURS	SCOPE
Patrol and Observation	2	Instruction must discuss the purpose of protective patrolling; identify the various types of protective services and the necessity for proper observation as it relates to patrol procedures.
Patrol Methods	2	Study the various methods and skills employed in protective patrols. Explain the importance of patrol to law enforcement and explore the values of various patrol methods.
Recognition of Patrol Hazards	2	Examine the hazards encountered during patrol functions, both natural and manmade. Discuss the techniques of recognition and ways to eliminate or reduce patrol hazards.
Response to Disturbances	2	Explain the various types of disorderly conduct and the conditions surrounding such incidents. Describe the proper approach to such situations; discuss the SO's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances.
Response to Crimes in Progress	2	Acquaint the SO with the care and caution that must be exercised when coming upon a crime in progress. Discuss the element of surprise and the possibilities of encountering a crime being committed. Special emphasis must be placed on the crimes the SO may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the Agency.
Safety and Fire Prevention	2	Define the SO's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, and other standard fire prevention equipment.
Arrest Procedures and the Law	3	Provide the SOs with the knowledge of how SOs must exercise their arrest powers to the degree authorized by local, state, and Federal regulations. Instruction must define arrest procedures and legal rules governing practices and procedures that must include: arrest, interrogations and confessions, self-incrimination privilege, entrapment, eyewitness identifications, and complaints and warrants. SOs must become completely familiar with the extent of their arrest powers obtained from the various jurisdictions involved.
Preservation of Crime Scene	1	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Crimes Against Persons	2	Present the SOs with an understanding of the types of crimes against persons that they are likely to encounter in their duties. Instruction must be given in methods of successful investigative techniques.
Crimes Against Property	2	Discuss crimes against property spelling out the correct use of the term and how it applies to the property protected. Present various methods required in such investigations and the proper

SUBJECT	HOURS	SCOPE
		control of evidence. Instruct the SOs in the conduct of such investigations.
Narcotics and Dangerous Drugs	2	Develop the SOs ability to recognize narcotics and dangerous drugs and their use. SOs must be instructed in investigation of narcotic and drug offenses.
Rules and Law of Evidence	2	Evidence is defined to include direct, circumstantial, and real. Information must be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructor must present information on the exclusionary rule and other related items.
Search and Seizure	3	Provide the SO with the knowledge of the legal application of the search and seizure law in the performance of duties as a SO within a Federal facility. Instructor must provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk."
Firearms Safety, Handling	2	(NOTE: This segment does not include fundamentals of firing and firearms qualification.) Provide detailed instruction in the handling and control of the SO's firearm. Instruction must relate to weapons safety and handling to include nomenclature, wearing of the weapon, care and cleaning, storage, and accountability. Special emphasis must be placed on loading, unloading, and the safe lowering of a "cocked" hammer on a live round.
Use of Force	1	Instruction must be given on the use of force, to include the various degrees of force authorized in the performance of the duties under this contract. Reporting procedures relating to such use must be discussed as must the consequences of the unauthorized, or misuse, of force.
Ethics and Professionalism	2	Describe police professionalism today, including the expanding use of contract guards and indicate by current trends where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, and Federal law enforcement officers and the contract guards.
Understanding Human Behavior	3	Instructor must discuss the basic knowledge needed for SOs to understand their own actions, and those of the people they work within the performance of their assigned duties. Behavior under stress (both natural and man induced); actions of mentally disturbed; irrational conduct created by the use of drugs or alcohol; job (performance related problems; must be part of the discussion. Special attention must be given to the changes in human behavior that might occur in the SO with the introduction of a badge and gun.
Principles of Communication	2	Familiarize the SOs with the concept surrounding effective communications and development of communication skill. In meeting this objective, the SO is presented with the theory of communications; various types of obstacles that can hinder the development and maintenance of effective communication; the senses and their role in the communication process and the main and essential skills that accompany the development of communication effectiveness.

SUBJECT	HOURS	SCOPE
Professional Public Relations	2	Instruction must be provided to the SOs that will increase their effectiveness in the use of basic social skills, enhance their employer's reputation and contract performance as well as the positive image portrayed by the U. S. Government. Such instruction must include (but not limited to) proper display of the uniform, shoeshine, haircuts, and other forms of personal grooming.
*Cardiopulmonary Resuscitation (CPR)	9	Provide proper CPR methods and techniques for maintaining life when breathing and heart functions stop. All methods and techniques instructed must be prescribed and certified by the American Red Cross and/or the American Heart Association. It must be noted that the certification for CPR methods is a renewable skill requiring re-certification on an annual basis.
*Automatic External Defibrillators (AED)	3	Provide training for proper use and maintenance of the AED. Additional required AED training includes: 1 hour quarterly, 1 hour annually, and 3 hours for re-certification every two (2) years.
*Emergency Medical Assistance (First Aid)	8	Instructor must provide instruction so that SOs will be able to define shock and its causes and provide techniques to prevent shock. Instructor must demonstrate (teach) techniques in artificial respiration procedures, discuss sudden illness such as heart attack, stroke, convulsion and epilepsy, their characteristics and first aid techniques. All techniques instructed must be prescribed and certified by the American Red Cross. It is strongly recommended that the instruction be provided by a certified First Aid instructor using the latest media First Aid Program available from the American Red Cross.
Crowd and Riot Control Formations	2	Instruction must provide field practice in crowd control and riot formations. Emphasis must be placed upon discipline, control, and cooperation with other law enforcement officers. Methods of taking appropriate offensive and defensive team actions will be taught in which teams (units) will control or neutralize unlawfully assembled groups.
Defensive Tactics	4	Lecture and practical application will be used to instruct SOs in the use of defensive tactics. Instruction must incorporate defense against armed and unarmed attack, restraining holds, use of the baton, and subjective compliance methods against a hostile or uncooperative person.
Examination	2	A written examination must be given to determine knowledge and understanding of the academic subject matter. A total of two (2) tests, each one (1) hour long, and each covering one half of the subject matter must be given.
Examination Review	1	An examination review must provide the SOs with an opportunity to compare their graded answer sheets with the approved solutions.
Total Hours	68	

\* It is the responsibility of the contractor to ensure that supervisor, lead officers and SOs maintain current certification related to CPR, AED, and First Aid. Failure to maintain such certification will result in SO removal from duty under this contract. It is the responsibility of the contractor to provide training to all supervisors and SOs. Training time will be dependent on the topic. Training hours will not be figured as productive hours. NOTE: Fifty (50) minutes is considered one (1) hour period of instruction. Break periods will be scheduled at the discretion of the contractor.

## ATTACHMENT 6

**REPORT OF TRAINING COMPLETION /  
CERTIFICATION OF TRAINING**

NAME OF CONTRACTOR \_\_\_\_\_ DATE \_\_\_\_\_

NAME \_\_\_\_\_

I HEREBY CERTIFY THAT THE ABOVE NAMED EMPLOYEE HAS COMPLETED A MINIMUM OF 68 HOURS OF TRAINING AS LISTED BELOW:

	<b><u>SUBJECT</u></b>	<b><u>DATE COMPLETED</u></b>	<b><u>NUMBER OF HOURS</u></b>
1.	Patrol and Observation	_____	_____
2.	Patrol Methods	_____	_____
3.	Recognition of Patrol Hazards	_____	_____
4.	Response to Disturbances	_____	_____
5.	Response to Crimes in Progress	_____	_____
6.	Safety and Fire Prevention	_____	_____
7.	Arrest Procedures and the Law	_____	_____
8.	Preservation of Crime Scene	_____	_____
9.	Crimes Against Persons	_____	_____
10.	Crimes Against Property	_____	_____
11.	Narcotics and Dangerous Drugs	_____	_____
12.	Rules and Law of Evidence	_____	_____
13.	Search and Seizure	_____	_____
14.	Firearms Safety, Handling	_____	_____
15.	Use of Force	_____	_____
16.	Ethics and Professionalism	_____	_____
17.	Understanding Human Behavior	_____	_____
18.	Principles of Communications	_____	_____
19.	Professional Public Relations	_____	_____
20.	Automatic External Defibrillator (AED)	_____	_____
21.	Cardiopulmonary Resuscitation (CPR)	_____	_____
22.	Emergency Medical Assistance (First Aid)	_____	_____
23.	Crowd and Riot Control Formations	_____	_____
24.	Defensive Tactics	_____	_____
25.	Examination	_____	_____
26.	Examination Review	_____	_____

ATTENTION: THIS STATEMENT MUST BE SIGNED BY THE CONTRACTOR OR ITS AUTHORIZED DESIGNEE ON THE NEXT PAGE.

**READ THE FOLLOWING PARAGRAPHS CAREFULLY**

**BEFORE SIGNING THIS STATEMENT**

A FALSE ANSWER TO ANY QUESTION IN THIS STATEMENT MAY BE GROUNDS FOR NOT CERTIFYING YOUR EMPLOYEE, OR FOR DISMISSING THE EMPLOYEE AFTER BEGINNING WORK AND MAY BE PUNISHABLE BY FINE OR IMPRISONMENT (U. S. CODE, TITLE 18, SECTION 1001). ALL THE INFORMATION YOU GIVE WILL BE CONSIDERED IN REVIEWING YOUR STATEMENT.

**AUTHORITY FOR RELEASE OF INFORMATION**

I HAVE COMPLETED THIS STATEMENT WITH THE KNOWLEDGE AND UNDERSTANDING THAT ANY OR ALL ITEMS CONTAINED HEREIN MAY BE SUBJECT TO INVESTIGATION PRESCRIBED BY LAW OR PRESIDENTIAL DIRECTIVE AND I CONSENT TO THE RELEASE OF INFORMATION CONCERNING MY CAPACITY AND FITNESS BY EMPLOYEE, EDUCATIONAL INSTITUTIONS, LAW ENFORCEMENT AGENCIES, AND OTHER INDIVIDUALS AND AGENCIES, TO DULY ACCREDITED INVESTIGATORS, PERSONNEL STAFFING SPECIALISTS, AND OTHER AUTHORIZED EMPLOYEE OF THE FEDERAL GOVERNMENT FOR THAT PURPOSE.

**CERTIFICATION:**

I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

\_\_\_\_\_  
CONTRACTOR/AUTHORIZED DESIGNEE SIGNATURE (IN INK)

\_\_\_\_\_  
DATE

**REVIEWING OFFICIAL:**

\_\_\_\_\_  
NAME AND TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE REVIEWED

**ATTACHMENT 7**

**RESERVED FOR FUTURE USE**

**ATTACHMENT 8**  
**CERTIFICATION OF FIREARMS TRAINING**

**Name of Contractor** \_\_\_\_\_ **Date** \_\_\_\_\_

**Contract Security Officer Name** \_\_\_\_\_

I HEREBY CERTIFY THAT THE ABOVE NAMED EMPLOYEE HAS COMPLETED TRAINING AS LISTED BELOW.

<u>SUBJECT</u>	<u>DATE COMPLETED</u>	<u>NUMBER OF HOURS</u>
FIREARMS TRAINING	_____	_____

The contractor will be responsible for firearms training required for all employees, including supervisors, working under contract where firearms are required. They must be trained in the correct handling and safe use of firearms and ammunition. Each employee must have demonstrated proficiency in firearms qualifications.

ATTENTION: THIS STATEMENT MUST BE SIGNED BY THE CONTRACTOR OR ITS AUTHORIZED DESIGNEE ON THE NEXT PAGE.

**(READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT)**

A FALSE ANSWER TO ANY QUESTION IN THIS STATEMENT MAY BE GROUNDS FOR NOT CERTIFYING YOUR EMPLOYEE, OR FOR DISMISSING THE EMPLOYEE AFTER BEGINNING WORK AND MAY BE PUNISHABLE BY FINE OR IMPRISONMENT (U. S. CODE, TITLE 18, SECTION 1001). ALL THE INFORMATION YOU GIVE WILL BE CONSIDERED IN REVIEWING YOUR STATEMENT.

**AUTHORITY FOR RELEASE OF INFORMATION**

I HAVE COMPLETED THIS STATEMENT WITH THE KNOWLEDGE AND UNDERSTANDING THAT ANY OR ALL ITEMS CONTAINED HEREIN MAY BE SUBJECT TO INVESTIGATION PRESCRIBED BY LAW OR PRESIDENTIAL DIRECTIVE AND I CONSENT TO THE RELEASE OF INFORMATION CONCERNING MY CAPACITY AND FITNESS BY EMPLOYEE, EDUCATIONAL INSTITUTIONS, LAW ENFORCEMENT AGENCIES, AND OTHER INDIVIDUALS AND AGENCIES, TO DULY ACCREDITED INVESTIGATORS, PERSONNEL STAFFING SPECIALISTS, AND OTHER AUTHORIZED EMPLOYEE OF THE FEDERAL GOVERNMENT FOR THAT PURPOSE.

**CERTIFICATION:**

I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

\_\_\_\_\_  
CONTRACTOR/AUTHORIZED DESIGNEE SIGNATURE (IN INK)

\_\_\_\_\_  
DATE

**REVIEWING OFFICIAL:**

\_\_\_\_\_  
NAME AND TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE REVIEWED

**ATTACHMENT 9****TRAINING SCHEDULE AND PLAN**

<b>Date</b>	<b>Subject Description</b>	<b>Name of Instructor</b>	<b>Training Facility with Complete Address</b>	<b>Remarks</b>

NOTE: IN ADDITION TO LISTING SPECIFIC AND OTHER RELATED INFORMATION, ATTACH A RESUME FOR EACH INSTRUCTOR. THIS FORMAT WILL BE USED FOR ALL TRAINING INCLUDING ON THE JOB TRAINING

## ATTACHMENT 10

## QUALITY CONTROL INSPECTION

## George W. Bush Center

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ POST INSPECTED: \_\_\_\_\_

SO NAME: \_\_\_\_\_

ITEMS INSPECTED	YES	NO
1. Was post covered as required?	_____	_____
2. Was the SO in proper uniform and groomed?	_____	_____
3. Was the SO equipped according to contract requirements?	_____	_____
4. Did the SO have ID and proper permits?	_____	_____
5. Did the SO sign in on GSA Form 139?	_____	_____
6. Were weapons, keys, and radios signed out?	_____	_____
7. Was the pass down log on hand and was the SO knowledgeable?	_____	_____
8. Was SO knowledgeable of posts?	_____	_____
9. Was the work schedule posted?	_____	_____
10. Were keys properly accounted for and maintained?	_____	_____
11. Were weapons, ammunition, and equipment properly maintained?	_____	_____
12. Were weapons, ammunition, and equipment properly secured?	_____	_____
13. Was supervisor on duty? (When required)	_____	_____
14. Was SO properly trained and qualified?	_____	_____
15. Were there any complaints about the SO?	_____	_____
16. How was the SO's attitude towards the public or staff?	_____	_____
17. Was a scenario exercise conducted with this officer? If so, provide additional documentation attached to this form.	_____	_____

COMMENTS:

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**SO CARD EXP:** \_\_\_\_\_ **FIRE ARM EXP:** \_\_\_\_\_

**C. P. R. CARD EXP:** \_\_\_\_\_ **FIRST AID EXP:** \_\_\_\_\_

**SIGNATURE OF INSPECTOR:** \_\_\_\_\_

**ATTACHMENT 11**  
**Physical Stamina Performance Standards**

**The route will have two requirements; (1) cover a specific route within 3 minutes and then continue on the route and (2) complete the entire route in 10 minutes or less. The performance standard will be designed to evaluate an officer's ability to respond to an alarm within the 3 minutes and complete the entire route within 10 minutes. The route will include ascending and descending stairs and be within the building.**

## ATTACHMENT 12

### CERTIFICATE OF MEDICAL EXAMINATION

To be given to the individual  
examined with a pre-addressed  
envelope marked  
"Confidential - Medical".

#### CERTIFICATE OF MEDICAL EXAMINATION U.S. OFFICE OF PERSONNEL MANAGEMENT

Form Approved  
OMB No. 3206 - 0250

#### Privacy Act Statement

Solicitation of this information is authorized by Section 552a of Title 5, United States Code, regarding records maintained on individuals; Section 3301 of Title 5, United States Code, regarding determination as to an individual's fitness for employment with regard to age, health, character, knowledge and ability; and Section 3312 of Title 5 United States Code, regarding waiver of physical qualifications for preference eligibles. This form is used to collect medical information about individuals who are incumbents of positions in the Federal Government which require physical fitness testing and medical examinations, or individuals who have been selected for such a position contingent upon successful completion of physical fitness testing and medical examinations as a condition of their employment. The primary use of this information will be to determine the nature of a medical or physical condition that may affect safe and efficient performance of the work described. Additional potential routine uses of this information include using it to ensure fair and consistent treatment of employees and job applicants, to adjudicate requests to pass over preference eligibles, or to adjudicate claims of discrimination under the Rehabilitation Act of 1973, as amended. Completion of this form is voluntary; however, failure to complete the form may result in no further consideration of an applicant, or a determination that an employee is no longer qualified for his or her position. In addition, incomplete, misleading, or untruthful information provided on the form may result in delays in processing the form for employment, termination of employment, or criminal sanction.

#### Public Burden Statement

We estimate an average of two to three hours per response to complete, including the time for reviewing instructions, getting needed information, and reviewing the completed form. Send comments regarding our estimate or any other aspect of this form, including suggestions for reducing completion time, to the U.S. Office of Personnel Management (OPM), Strategic Human Resources Policy, Medical Policy and Programs Division, Attn: OMB Number (3206-0250), 1900 E Street, NW, Washington, D.C. 20415. The OMB number, 3206-0250, is currently valid. OPM may not collect this information, and you are not required to respond, unless this number is displayed.

#### Instructions

There are five parts in this form:

- Part A** - To be completed by applicant or employee. Signature of the applicant or employee certifies that the information provided is complete and accurate; and that the applicant or employee consents to the release of the examination results to the employing agency.
- Part B** - To be completed by the appointing officer before the medical examination; identifies the purpose of the examination; the position title, series and grade; generally describes the position; and shows the specific functional requirements and environmental factors that the work requires.
- Part C** - To be completed and signed by the examining physician, and returned to the employing agency in the pre-paid/pre-addressed "Confidential-Medical" envelope provided.
- Part D** - To be completed by the agency medical officer who reviews the examination results and recommends action.
- Part E** - To be completed by the agency human resources officer in order to document the personnel action that is rendered.

## ATTACHMENT 12 (cont'd) CERTIFICATE OF MEDICAL EXAMINATION

To be given to the individual  
examined with a pre-addressed  
envelope marked  
"Confidential - Medical".

### CERTIFICATE OF MEDICAL EXAMINATION U.S. OFFICE OF PERSONNEL MANAGEMENT

Form Approved  
OMB No. 3206 - 0250

Part A. TO BE COMPLETED BY APPLICANT OR EMPLOYEE		
1. Name (Last, First, Middle Initial)		
2. Federal Employee Number	3. Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	4. Birth Date (month, day, year)
5. Do you have any medical disorder or physical impairment which would interfere in any way with the full performance of the duties shown in Part B, No. 3?  <input type="checkbox"/> Yes <input type="checkbox"/> No  (If your answer is YES, explain fully to the physician performing the examination)		
6. Address (including City, State, Zip Code)		
7. E-mail Address	8. Telephone Numbers (with Area Code)	
9. Applicant or Employee Consent and Certification		
I certify that all of the information I have provided on this form is complete and accurate to the best of my knowledge, and that submitting information that is incomplete, misleading, or untruthful may result in termination, criminal sanctions, or delays in processing this form for employment. Furthermore, consistent with the Privacy Act Statement, I authorize the release to my employing agency of all information contained on this examination form and all other forms generated as a direct result of my examination.		
10. Signature (Do not print)	11. Date (month, day, year)	

## ATTACHMENT 12 (cont'd)

### CERTIFICATE OF MEDICAL EXAMINATION

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**CERTIFICATE OF MEDICAL EXAMINATION**  
U.S. OFFICE OF PERSONNEL MANAGEMENT

Form Approved  
OMB No. 3208 - 0250

<b>Part B. TO BE COMPLETED BEFORE EXAMINATION BY APPOINTING OFFICER</b>	
<p>1. Purpose of examination</p> <p><input type="checkbox"/> Pre-placement</p> <p><input type="checkbox"/> Other (Specify) _____</p>	<p>2. Position Title, Series, and Grade</p> <p>Armed Security Officer</p>
<p>3. Brief description of what the position requires the employee to do.</p> <p>Protect all person and property and report suspicious persons and vehicles, Entrance Exit and Crowd Control, year round Roving Patrol of inside and outside areas, Fixed Post of inside and outside areas, Personnel and Asset Escort duties, Traffic Control, Detaining persons, Monitor and Respond to Alarms, Perform CPR, Respond to Emergency Situations.</p>	

## ATTACHMENT 12 (cont'd)

### CERTIFICATE OF MEDICAL EXAMINATION

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#### CERTIFICATE OF MEDICAL EXAMINATION U.S. OFFICE OF PERSONNEL MANAGEMENT

Form Approved  
OMB No. 3206 - 0250

<b>Part B. CONTINUED - TO BE COMPLETED BEFORE EXAMINATION BY APPOINTING OFFICER</b>		
4. Check the box for each functional requirement in section 4a and each environmental factor in section 4b essential to the duties of this position. List any additional essential factors in the blank spaces. Also, if the position involves law enforcement, air traffic control, or fire fighting, attach the specific medical standards for the information of the examining physician.		
<b>4a. Functional Requirements</b> <input checked="" type="checkbox"/> Heavy lifting, 45 pounds and over <input type="checkbox"/> Moderate lifting, 15-44 pounds <input type="checkbox"/> Light lifting, under 15 pounds <input checked="" type="checkbox"/> Heavy carrying, 45 pounds and over <input type="checkbox"/> Moderate carrying, 15-44 pounds <input type="checkbox"/> Light carrying, under 15 pounds <input checked="" type="checkbox"/> Straight pulling (.12 hours) <input checked="" type="checkbox"/> Pulling hand over hand (.12 hours) <input checked="" type="checkbox"/> Pushing (.12 hours) <input checked="" type="checkbox"/> Reaching above shoulder <input checked="" type="checkbox"/> Use of fingers <input checked="" type="checkbox"/> Both hands required <input checked="" type="checkbox"/> Walking (8-12 hours) <input checked="" type="checkbox"/> Standing (8-12 hours) <input checked="" type="checkbox"/> Crawling (.12 hours) <input checked="" type="checkbox"/> Kneeling (.25 hours)	<input checked="" type="checkbox"/> Repeated bending (.25 hours) <input checked="" type="checkbox"/> Climbing, legs only (.25 hours) <input checked="" type="checkbox"/> Climbing, use of legs and arms <input checked="" type="checkbox"/> Both legs required <input checked="" type="checkbox"/> Operation of crane, truck, tractor, or motor vehicle <input checked="" type="checkbox"/> Ability for rapid mental and muscular coordination simultaneously <input checked="" type="checkbox"/> Ability to use and desirability of using firearms <input checked="" type="checkbox"/> Near vision correctable at 13" to 16" to Jaeger 1 to 4 <input checked="" type="checkbox"/> Far vision correctable in one eye to 20/20 and to 20/40 in the other <input checked="" type="checkbox"/> Specific visual requirement (specify) _____ Uncorr No < 20/40 & 20/50	<input checked="" type="checkbox"/> Both eyes required <input checked="" type="checkbox"/> Depth perception <input checked="" type="checkbox"/> Ability to distinguish basic colors <div style="border: 1px solid black; padding: 2px; display: inline-block; margin: 5px 0;">X Hearing aid permitted</div> <input checked="" type="checkbox"/> Hearing without aid <input checked="" type="checkbox"/> Specific hearing requirements (specify) Other (specify) <input checked="" type="checkbox"/> No > 30db loss @ 500,1000&2000H _____ <input type="checkbox"/> w/no > than 40db at any 1 freq _____ <input type="checkbox"/> (by ISO 389 Standard Ref Zero _____ for the Calibration of Purtone <input type="checkbox"/> Audiometer or ANSI s3.6-1969 _____ <input type="checkbox"/> (r.1973) Specification for Au- diometers") _____ <input type="checkbox"/> _____
<b>4b. Environmental Factors</b> <input type="checkbox"/> Outside <input checked="" type="checkbox"/> Outside and inside <input checked="" type="checkbox"/> Excessive heat <input checked="" type="checkbox"/> Excessive cold <input checked="" type="checkbox"/> Excessive humidity <input checked="" type="checkbox"/> Excessive dampness or chilling <input checked="" type="checkbox"/> Dry atmospheric conditions <input checked="" type="checkbox"/> Excessive noise, intermittent <input type="checkbox"/> Constant noise <input checked="" type="checkbox"/> Dust <input checked="" type="checkbox"/> Silica, asbestos, etc. <input checked="" type="checkbox"/> Fumes, smoke, or gases <input checked="" type="checkbox"/> Solvents (degreasing agents) <input checked="" type="checkbox"/> Grease and oils <input checked="" type="checkbox"/> Radiant energy	<input checked="" type="checkbox"/> Electrical energy <input checked="" type="checkbox"/> Slippery or uneven walking surfaces <input checked="" type="checkbox"/> Working around machinery with moving parts <input checked="" type="checkbox"/> Working around moving objects or vehicles <input checked="" type="checkbox"/> Working on ladders or scaffolding <input type="checkbox"/> Working below ground <input type="checkbox"/> Unusual fatigue factors (specify) (see entries on right) _____ <input type="checkbox"/> Working with hands in water <input type="checkbox"/> Explosives <input type="checkbox"/> Vibration <input checked="" type="checkbox"/> Working closely with others	<input checked="" type="checkbox"/> Working alone <input checked="" type="checkbox"/> Protracted or irregular hours of work Other (specify) _____ _____ _____ _____ _____ _____ _____

## ATTACHMENT 12 (cont'd)

### CERTIFICATE OF MEDICAL EXAMINATION

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U.S. OFFICE OF PERSONNEL MANAGEMENT

Form Approved  
OMB No. 3206 - 0250

<b>Part C. TO BE COMPLETED BY EXAMINING PHYSICIAN</b>									
<p><b>NOTE TO EXAMINING PHYSICIAN:</b> The person you are about to examine will have to cope with the functional requirements and environmental factors checked in Part 4 of this form. Please take these, and the brief description of the job duties, into consideration as you make your examination and report your findings and conclusions.</p>									
<p>1. Height _____ Feet, _____ Inches.      Weight: _____ Pounds.</p>									
<p>2. Eyes:</p>									
<p>a. Distant vision (Snellen): without corrective lenses: right <u>20</u> left <u>20</u>; with corrective lenses, if worn; right <u>20</u> left <u>20</u></p>									
<p>b. Depth perception</p>	<p>Type of test: _____                      _____ Seconds of Arc                      Number correct: _____ of _____ tested                      Interpretation <input type="checkbox"/> Normal <input type="checkbox"/> Abnormal</p>								
<p>c. Peripheral vision</p>	<p>Right Nasal _____ degrees      Temporal _____ degrees                      Left Nasal _____ degrees      Temporal _____ degrees</p>								
<p>d. What is the longest and shortest distance at which the following specimen of Jaeger No. 2 type can be read by the applicant?</p> <p>Test each eye separately.</p>									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; padding: 2px;">Jaeger No. 2 Type</th> </tr> <tr> <td style="padding: 2px;"> <p>The President may -                              (1) prescribe such regulations for the admission of individuals into the civil service in the executive branch as will best promote the efficiency of that service; (2) ascertain the fitness of applicants as to age, health, character, knowledge, and ability for the employment sought; and (3) appoint and prescribe the duties of individuals to make inquiries for the purpose of this section.                              (Title 5 U.S. Code 3301)</p> </td> </tr> </table>	Jaeger No. 2 Type	<p>The President may -                              (1) prescribe such regulations for the admission of individuals into the civil service in the executive branch as will best promote the efficiency of that service; (2) ascertain the fitness of applicants as to age, health, character, knowledge, and ability for the employment sought; and (3) appoint and prescribe the duties of individuals to make inquiries for the purpose of this section.                              (Title 5 U.S. Code 3301)</p>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">without corrective lenses:</td> <td style="width: 50%; border: none;">with corrective lenses, if used:</td> </tr> <tr> <td style="border: none;">L _____ in. to _____ in.</td> <td style="border: none;">L _____ in. to _____ in.</td> </tr> <tr> <td style="border: none;">R _____ in. to _____ in.</td> <td style="border: none;">R _____ in. to _____ in.</td> </tr> </table>	without corrective lenses:	with corrective lenses, if used:	L _____ in. to _____ in.	L _____ in. to _____ in.	R _____ in. to _____ in.	R _____ in. to _____ in.
Jaeger No. 2 Type									
<p>The President may -                              (1) prescribe such regulations for the admission of individuals into the civil service in the executive branch as will best promote the efficiency of that service; (2) ascertain the fitness of applicants as to age, health, character, knowledge, and ability for the employment sought; and (3) appoint and prescribe the duties of individuals to make inquiries for the purpose of this section.                              (Title 5 U.S. Code 3301)</p>									
without corrective lenses:	with corrective lenses, if used:								
L _____ in. to _____ in.	L _____ in. to _____ in.								
R _____ in. to _____ in.	R _____ in. to _____ in.								
<p>e. Color vision: Is color vision normal by Ishihara or other color plate test?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>								
<p>If not, can applicant pass lantern test?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>								
<p>Can see red/green/yellow?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>								

## ATTACHMENT 12 (cont'd)

### CERTIFICATE OF MEDICAL EXAMINATION

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Form Approved  
OMB No. 3206 - 0250

<b>Part C. CONTINUED - TO BE COMPLETED BY EXAMINING PHYSICIAN</b>																															
3. Ears: (Consider denominators indicated here as normal. Record as numerators the greatest distance heard.)																															
Ordinary conversation:	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td colspan="10" style="padding: 2px;">Audiometer in dB (if given) for Right Ear:</td> </tr> <tr> <td style="width: 10%; height: 15px;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> </tr> <tr> <td style="padding: 2px;">250</td> <td style="padding: 2px;">500</td> <td style="padding: 2px;">1000</td> <td style="padding: 2px;">2000</td> <td style="padding: 2px;">3000</td> <td style="padding: 2px;">4000</td> <td style="padding: 2px;">5000</td> <td style="padding: 2px;">6000</td> <td style="padding: 2px;">7000</td> <td style="padding: 2px;">8000</td> </tr> </table>	Audiometer in dB (if given) for Right Ear:																				250	500	1000	2000	3000	4000	5000	6000	7000	8000
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250	500	1000	2000	3000	4000	5000	6000	7000	8000																						
Right Ear _____ 20 ft.	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td colspan="10" style="padding: 2px;">Audiometer in dB (if given) for Left Ear:</td> </tr> <tr> <td style="width: 10%; height: 15px;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> </tr> <tr> <td style="padding: 2px;">250</td> <td style="padding: 2px;">500</td> <td style="padding: 2px;">1000</td> <td style="padding: 2px;">2000</td> <td style="padding: 2px;">3000</td> <td style="padding: 2px;">4000</td> <td style="padding: 2px;">5000</td> <td style="padding: 2px;">6000</td> <td style="padding: 2px;">7000</td> <td style="padding: 2px;">8000</td> </tr> </table>	Audiometer in dB (if given) for Left Ear:																				250	500	1000	2000	3000	4000	5000	6000	7000	8000
Audiometer in dB (if given) for Left Ear:																															
250	500	1000	2000	3000	4000	5000	6000	7000	8000																						
Left Ear _____ 20 ft.																															
4. Other Findings: Describe any abnormality (including diseases, scars, and disfigurements). Include brief pertinent history. If normal, so indicate.																															
<ul style="list-style-type: none"> <li>a. Eyes, ears, nose, and throat (including tooth and oral hygiene)</li> <li>b. Abdomen</li> <li>c. Head and back (including face, hair, and scalp)</li> <li>d. Peripheral blood vessels</li> <li>e. Speech (note any malfunction)</li> <li>f. Extremities (including strength, range of motion)</li> <li>g. Skin and lymph nodes (including thyroid gland)</li> <li>h. Urinalysis (if indicated)                             <table style="width: 100%; margin-top: 5px;"> <tr> <td style="width: 33%;">SP. Gr. _____</td> <td style="width: 33%;">Sugar _____</td> <td style="width: 33%;">Blood _____</td> </tr> <tr> <td>Albumen _____</td> <td>Casts _____</td> <td>Pus _____</td> </tr> </table> </li> <li>i. Respiratory tract (X-ray if indicated)</li> <li>j. Heart (size, rate, rhythm, function)                             <table style="width: 100%; margin-top: 5px;"> <tr> <td>Blood pressure _____</td> </tr> <tr> <td>Pulse _____</td> </tr> <tr> <td>EKG (if indicated) _____</td> </tr> </table> </li> <li>k. Back (special consideration for positions involving heavy lifting and other strenuous duties)</li> <li>l. Neurological (including reflexes, sensation) and mental health</li> </ul>		SP. Gr. _____	Sugar _____	Blood _____	Albumen _____	Casts _____	Pus _____	Blood pressure _____	Pulse _____	EKG (if indicated) _____																					
SP. Gr. _____	Sugar _____	Blood _____																													
Albumen _____	Casts _____	Pus _____																													
Blood pressure _____																															
Pulse _____																															
EKG (if indicated) _____																															

**ATTACHMENT 12 (cont'd)**  
**CERTIFICATE OF MEDICAL EXAMINATION**

To be given to the individual  
 examined with a pre-addressed  
 envelope marked  
 "Confidential - Medical".

**CERTIFICATE OF MEDICAL EXAMINATION**  
 U.S. OFFICE OF PERSONNEL MANAGEMENT

Form Approved  
 OMB No. 3206 - 0250

<b>Part C. CONTINUED - TO BE COMPLETED BY EXAMINING PHYSICIAN</b>	
5. Conclusions: Summarize below any medical findings that in your opinion, would limit this person's ability to perform these job duties or make them a hazard to themselves or others. If none, so indicate.	
<input type="checkbox"/> No limiting conditions for this job <input type="checkbox"/> Limiting conditions as follows:	
6. Examining Physician's Name	7. E-Mail Address
8. Address (Including Street, City, State and ZIP Code)	9. Telephone Number
10. Signature of Examining Physician	11. Date (Month, Day, Year)
<b>IMPORTANT:</b> After signing, return the entire form intact in the pre-addressed "Confidential-Medical" envelope which the person you examined gave you.	

**ATTACHMENT 12 (cont'd)**  
**CERTIFICATE OF MEDICAL EXAMINATION**

To be given to the individual examined with a pre-addressed envelope marked "Confidential - Medical".

**CERTIFICATE OF MEDICAL EXAMINATION**  
**U.S. OFFICE OF PERSONNEL MANAGEMENT**

Form Approved  
 OMB No. 3206 - 0250

<b>Part D. TO BE COMPLETED BY AGENCY MEDICAL OFFICER (if one is available)</b>	
<b>NOTE: Review the attached certificate of medical examination and make your recommendations in item 1 below.</b>	
1. Recommendation:	
<input type="checkbox"/> Hire or retain; describe limitations, if any, here.  <input type="checkbox"/> Take action to separate or do not hire; explain why.	
2. Agency Medical Officer's Name	3. E-Mail Address
4. Address (Including Street, City, State and ZIP Code)	5. Telephone Number
6. Signature of Agency Medical Officer	7. Date (Month, Day, Year)

<b>Part E. TO BE COMPLETED BY AGENCY HUMAN RESOURCES OFFICER</b>	
1. Action Taken:	
<input type="checkbox"/> Hired or Retained <input type="checkbox"/> Non-Selected for Appointment, or Eligibility Objected To <input type="checkbox"/> Action Taken to Separate	
2. Agency Human Resources Officer's Name	3. E-Mail Address
4. Address (Including Street, City, State and ZIP Code)	5. Telephone Number
6. Signature of Agency Human Resources Officer	7. Date (Month, Day, Year)

ATTACHMENT 13  
SAMPLE OF PATCH



**ATTACHMENT 14**  
**WAGE DETERMINATION**

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
| WASHINGTON D.C. 20210

| Wage Determination No.: 2015-5261  
Daniel W. Simms | Division of | Revision No.: 25  
Director | Wage Determinations | Date Of Last Revision: 12/23/2024

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or	Executive Order 14026 generally applies to
after January 30, 2022, or the	the contract.
contract is renewed or extended (e.g.,	The contractor must pay all covered workers
an option is exercised) on or after	at least \$17.75 per hour (or the applicable
January 30, 2022:	wage rate listed on this wage determination,
	if it is higher) for all hours spent
	performing on the contract in 2025.

If the contract was awarded on or	Executive Order 13658 generally applies to
between January 1, 2015 and January 29,	the contract.
2022, and the contract is not renewed	The contractor must pay all covered workers
or extended on or after January 30,	at least \$13.30 per hour (or the applicable
2022:	wage rate listed on this wage determination,
	if it is higher) for all hours spent
	performing on the contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Texas

Area: Texas Counties of Falls, McLennan

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.98***
01012 - Accounting Clerk II		17.93
01013 - Accounting Clerk III		20.06
01020 - Administrative Assistant		28.48
01035 - Court Reporter		20.30
01041 - Customer Service Representative I		13.96***
01042 - Customer Service Representative II		15.23***
01043 - Customer Service Representative III		17.09***
01051 - Data Entry Operator I		15.33***
01052 - Data Entry Operator II		16.73***
01060 - Dispatcher, Motor Vehicle		18.65
01070 - Document Preparation Clerk		16.73***
01090 - Duplicating Machine Operator		16.73***
01111 - General Clerk I		14.98***
01112 - General Clerk II		16.35***
01113 - General Clerk III		18.35
01120 - Housing Referral Assistant		22.64
01141 - Messenger Courier		15.38***
01191 - Order Clerk I		17.79
01192 - Order Clerk II		19.41
01261 - Personnel Assistant (Employment) I		18.07
01262 - Personnel Assistant (Employment) II		20.21
01263 - Personnel Assistant (Employment) III		22.54
01270 - Production Control Clerk		22.66
01290 - Rental Clerk		16.09***
01300 - Scheduler, Maintenance		18.15
01311 - Secretary I		18.15
01312 - Secretary II		20.30
01313 - Secretary III		22.64
01320 - Service Order Dispatcher		16.67***
01410 - Supply Technician		28.48
01420 - Survey Worker		17.75
01460 - Switchboard Operator/Receptionist		14.64***
01531 - Travel Clerk I		16.05***
01532 - Travel Clerk II		17.59***
01533 - Travel Clerk III		19.05
01611 - Word Processor I		16.17***
01612 - Word Processor II		18.15
01613 - Word Processor III		20.30
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.04
05010 - Automotive Electrician		20.38
05040 - Automotive Glass Installer		19.07

05070 - Automotive Worker	19.07
05110 - Mobile Equipment Servicer	16.42***
05130 - Motor Equipment Metal Mechanic	21.71
05160 - Motor Equipment Metal Worker	19.07
05190 - Motor Vehicle Mechanic	21.71
05220 - Motor Vehicle Mechanic Helper	15.09***
05250 - Motor Vehicle Upholstery Worker	17.72***
05280 - Motor Vehicle Wrecker	19.07
05310 - Painter, Automotive	20.38
05340 - Radiator Repair Specialist	19.07
05370 - Tire Repairer	16.35***
05400 - Transmission Repair Specialist	21.71
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.61***
07041 - Cook I	13.86***
07042 - Cook II	16.09***
07070 - Dishwasher	12.48***
07130 - Food Service Worker	13.69***
07210 - Meat Cutter	18.33
07260 - Waiter/Waitress	11.00***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.61
09040 - Furniture Handler	12.55***
09080 - Furniture Refinisher	20.61
09090 - Furniture Refinisher Helper	15.26***
09110 - Furniture Repairer, Minor	17.93
09130 - Upholsterer	20.61
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.12***
11060 - Elevator Operator	14.00***
11090 - Gardener	21.21
11122 - Housekeeping Aide	14.00***
11150 - Janitor	14.00***
11210 - Laborer, Grounds Maintenance	16.03***
11240 - Maid or Houseman	12.23***
11260 - Pruner	14.20***
11270 - Tractor Operator	19.49
11330 - Trail Maintenance Worker	16.03***
11360 - Window Cleaner	15.81***
12000 - Health Occupations	
12010 - Ambulance Driver	20.76
12011 - Breath Alcohol Technician	23.63
12012 - Certified Occupational Therapist Assistant	35.39
12015 - Certified Physical Therapist Assistant	35.26
12020 - Dental Assistant	18.12
12025 - Dental Hygienist	39.72
12030 - EKG Technician	31.46
12035 - Electroneurodiagnostic Technologist	31.46
12040 - Emergency Medical Technician	20.76

12071 - Licensed Practical Nurse I	21.13
12072 - Licensed Practical Nurse II	23.63
12073 - Licensed Practical Nurse III	26.35
12100 - Medical Assistant	17.52***
12130 - Medical Laboratory Technician	25.74
12160 - Medical Record Clerk	18.18
12190 - Medical Record Technician	20.33
12195 - Medical Transcriptionist	19.21
12210 - Nuclear Medicine Technologist	51.94
12221 - Nursing Assistant I	12.84***
12222 - Nursing Assistant II	14.45***
12223 - Nursing Assistant III	15.77***
12224 - Nursing Assistant IV	17.70***
12235 - Optical Dispenser	15.75***
12236 - Optical Technician	21.13
12250 - Pharmacy Technician	19.25
12280 - Phlebotomist	18.37
12305 - Radiologic Technologist	31.16
12311 - Registered Nurse I	25.91
12312 - Registered Nurse II	31.69
12313 - Registered Nurse II, Specialist	31.69
12314 - Registered Nurse III	38.34
12315 - Registered Nurse III, Anesthetist	38.34
12316 - Registered Nurse IV	45.95
12317 - Scheduler (Drug and Alcohol Testing)	29.28
12320 - Substance Abuse Treatment Counselor	27.67
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.38
13012 - Exhibits Specialist II	26.49
13013 - Exhibits Specialist III	32.41
13041 - Illustrator I	21.38
13042 - Illustrator II	26.49
13043 - Illustrator III	32.41
13047 - Librarian	29.34
13050 - Library Aide/Clerk	13.14***
13054 - Library Information Technology Systems Administrator	26.49
13058 - Library Technician	21.04
13061 - Media Specialist I	19.12
13062 - Media Specialist II	21.38
13063 - Media Specialist III	23.85
13071 - Photographer I	19.12
13072 - Photographer II	21.38
13073 - Photographer III	26.49
13074 - Photographer IV	32.41
13075 - Photographer V	39.21
13090 - Technical Order Library Clerk	16.49***
13110 - Video Teleconference Technician	20.33
14000 - Information Technology Occupations	

14041 - Computer Operator I	18.81
14042 - Computer Operator II	21.04
14043 - Computer Operator III	23.45
14044 - Computer Operator IV	26.07
14045 - Computer Operator V	28.87
14071 - Computer Programmer I (see 1)	22.13
14072 - Computer Programmer II (see 1)	27.40
14073 - Computer Programmer III (see 1)	
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	18.81
14160 - Personal Computer Support Technician	26.07
14170 - System Support Specialist	32.77
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.96
15020 - Aircrew Training Devices Instructor (Rated)	38.67
15030 - Air Crew Training Devices Instructor (Pilot)	46.36
15050 - Computer Based Training Specialist / Instructor	31.96
15060 - Educational Technologist	31.55
15070 - Flight Instructor (Pilot)	46.36
15080 - Graphic Artist	23.00
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	46.36
15086 - Maintenance Test Pilot, Rotary Wing	46.36
15088 - Non-Maintenance Test/Co-Pilot	46.36
15090 - Technical Instructor	23.85
15095 - Technical Instructor/Course Developer	29.18
15110 - Test Proctor	19.37
15120 - Tutor	19.37
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.46***
16030 - Counter Attendant	10.46***
16040 - Dry Cleaner	14.15***
16070 - Finisher, Flatwork, Machine	10.46***
16090 - Presser, Hand	10.46***
16110 - Presser, Machine, Drycleaning	10.46***
16130 - Presser, Machine, Shirts	10.46***
16160 - Presser, Machine, Wearing Apparel, Laundry	10.46***
16190 - Sewing Machine Operator	15.42***
16220 - Tailor	16.65***
16250 - Washer, Machine	11.67***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.13
19040 - Tool And Die Maker	29.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.80
21030 - Material Coordinator	22.66
21040 - Material Expediter	22.66

21050 - Material Handling Laborer	16.70***
21071 - Order Filler	17.03***
21080 - Production Line Worker (Food Processing)	17.80
21110 - Shipping Packer	16.96***
21130 - Shipping/Receiving Clerk	16.96***
21140 - Store Worker I	11.63***
21150 - Stock Clerk	16.61***
21210 - Tools And Parts Attendant	17.80
21410 - Warehouse Specialist	17.80
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	33.99
23019 - Aircraft Logs and Records Technician	26.11
23021 - Aircraft Mechanic I	31.99
23022 - Aircraft Mechanic II	33.99
23023 - Aircraft Mechanic III	36.08
23040 - Aircraft Mechanic Helper	22.23
23050 - Aircraft, Painter	30.04
23060 - Aircraft Servicer	26.11
23070 - Aircraft Survival Flight Equipment Technician	30.04
23080 - Aircraft Worker	28.09
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	28.09
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	31.99
23110 - Appliance Mechanic	23.13
23120 - Bicycle Repairer	18.64
23125 - Cable Splicer	33.69
23130 - Carpenter, Maintenance	21.15
23140 - Carpet Layer	21.64
23160 - Electrician, Maintenance	24.28
23181 - Electronics Technician Maintenance I	30.80
23182 - Electronics Technician Maintenance II	32.93
23183 - Electronics Technician Maintenance III	35.07
23260 - Fabric Worker	20.11
23290 - Fire Alarm System Mechanic	24.57
23310 - Fire Extinguisher Repairer	18.64
23311 - Fuel Distribution System Mechanic	26.79
23312 - Fuel Distribution System Operator	20.27
23370 - General Maintenance Worker	18.56
23380 - Ground Support Equipment Mechanic	31.99
23381 - Ground Support Equipment Servicer	26.11
23382 - Ground Support Equipment Worker	28.09
23391 - Gunsmith I	18.64
23392 - Gunsmith II	21.64
23393 - Gunsmith III	24.64
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.94
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.37

23430 - Heavy Equipment Mechanic	23.99
23440 - Heavy Equipment Operator	21.63
23460 - Instrument Mechanic	24.64
23465 - Laboratory/Shelter Mechanic	23.13
23470 - Laborer	16.70***
23510 - Locksmith	23.13
23530 - Machinery Maintenance Mechanic	24.15
23550 - Machinist, Maintenance	21.94
23580 - Maintenance Trades Helper	15.34***
23591 - Metrology Technician I	24.64
23592 - Metrology Technician II	26.18
23593 - Metrology Technician III	27.79
23640 - Millwright	24.68
23710 - Office Appliance Repairer	22.63
23760 - Painter, Maintenance	20.12
23790 - Pipefitter, Maintenance	26.38
23810 - Plumber, Maintenance	24.77
23820 - Pneudraulic Systems Mechanic	24.64
23850 - Rigger	24.64
23870 - Scale Mechanic	21.64
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	21.64
23931 - Telecommunications Mechanic I	26.72
23932 - Telecommunications Mechanic II	32.26
23950 - Telephone Lineman	25.92
23960 - Welder, Combination, Maintenance	21.85
23965 - Well Driller	24.64
23970 - Woodcraft Worker	24.64
23980 - Woodworker	18.64
24000 - Personal Needs Occupations	
24550 - Case Manager	17.85
24570 - Child Care Attendant	11.65***
24580 - Child Care Center Clerk	14.53***
24610 - Chore Aide	11.01***
24620 - Family Readiness And Support Services Coordinator	17.85
24630 - Homemaker	17.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.57
25040 - Sewage Plant Operator	20.70
25070 - Stationary Engineer	21.57
25190 - Ventilation Equipment Tender	15.00***
25210 - Water Treatment Plant Operator	20.70
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.13
27007 - Baggage Inspector	14.62***
27008 - Corrections Officer	23.09
27010 - Court Security Officer	28.57
27030 - Detection Dog Handler	17.06***

27040 - Detention Officer	23.09
27070 - Firefighter	30.98
27101 - Guard I	14.62***
27102 - Guard II	17.06***
27131 - Police Officer I	30.70
27132 - Police Officer II	34.12
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.51***
28042 - Carnival Equipment Repairer	15.79***
28043 - Carnival Worker	10.57***
28210 - Gate Attendant/Gate Tender	18.63
28310 - Lifeguard	16.60***
28350 - Park Attendant (Aide)	20.85
28510 - Recreation Aide/Health Facility Attendant	14.80***
28515 - Recreation Specialist	25.11
28630 - Sports Official	16.60***
28690 - Swimming Pool Operator	18.33
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.12
29020 - Hatch Tender	24.93
29030 - Line Handler	24.93
29041 - Stevedore I	23.19
29042 - Stevedore II	26.64
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	45.21
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.17
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.34
30021 - Archeological Technician I	19.63
30022 - Archeological Technician II	21.96
30023 - Archeological Technician III	27.21
30030 - Cartographic Technician	27.21
30040 - Civil Engineering Technician	23.67
30051 - Cryogenic Technician I	30.13
30052 - Cryogenic Technician II	33.28
30061 - Drafter/CAD Operator I	19.63
30062 - Drafter/CAD Operator II	21.96
30063 - Drafter/CAD Operator III	24.49
30064 - Drafter/CAD Operator IV	30.13
30081 - Engineering Technician I	17.49***
30082 - Engineering Technician II	19.63
30083 - Engineering Technician III	21.96
30084 - Engineering Technician IV	27.21
30085 - Engineering Technician V	33.28
30086 - Engineering Technician VI	40.26
30090 - Environmental Technician	27.21
30095 - Evidence Control Specialist	27.21
30210 - Laboratory Technician	23.45
30221 - Latent Fingerprint Technician I	30.13
30222 - Latent Fingerprint Technician II	33.28

30240 - Mathematical Technician	27.21
30361 - Paralegal/Legal Assistant I	20.85
30362 - Paralegal/Legal Assistant II	25.84
30363 - Paralegal/Legal Assistant III	31.59
30364 - Paralegal/Legal Assistant IV	38.23
30375 - Petroleum Supply Specialist	33.28
30390 - Photo-Optics Technician	27.21
30395 - Radiation Control Technician	33.28
30461 - Technical Writer I	27.21
30462 - Technical Writer II	33.28
30463 - Technical Writer III	40.26
30491 - Unexploded Ordnance (UXO) Technician I	28.73
30492 - Unexploded Ordnance (UXO) Technician II	34.76
30493 - Unexploded Ordnance (UXO) Technician III	41.67
30494 - Unexploded (UXO) Safety Escort	28.73
30495 - Unexploded (UXO) Sweep Personnel	28.73
30501 - Weather Forecaster I	30.13
30502 - Weather Forecaster II	36.65
30620 - Weather Observer, Combined Upper Air Or (see 2)	24.49
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.21
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.76
31020 - Bus Aide	15.26***
31030 - Bus Driver	21.73
31043 - Driver Courier	17.04***
31260 - Parking and Lot Attendant	13.53***
31290 - Shuttle Bus Driver	15.40***
31310 - Taxi Driver	12.98***
31361 - Truckdriver, Light	18.52
31362 - Truckdriver, Medium	21.10
31363 - Truckdriver, Heavy	22.69
31364 - Truckdriver, Tractor-Trailer	22.69
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.95***
99030 - Cashier	12.97***
99050 - Desk Clerk	12.40***
99095 - Embalmer	28.73
99130 - Flight Follower	28.73
99251 - Laboratory Animal Caretaker I	14.35***
99252 - Laboratory Animal Caretaker II	15.62***
99260 - Marketing Analyst	33.05
99310 - Mortician	28.73
99410 - Pest Controller	20.52
99510 - Photofinishing Worker	15.10***
99710 - Recycling Laborer	22.88
99711 - Recycling Specialist	27.82
99730 - Refuse Collector	20.27
99810 - Sales Clerk	14.56***

99820 - School Crossing Guard	14.59***
99830 - Survey Party Chief	28.27
99831 - Surveying Aide	17.66***
99832 - Surveying Technician	24.17
99840 - Vending Machine Attendant	18.20
99841 - Vending Machine Repairer	23.00
99842 - Vending Machine Repairer Helper	18.20

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75 per hour) or 13658 (\$13.30 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.36 per hour, up to 40 hours per week, or \$214.40 per week or \$929.07 per month

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor,

wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

## 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

### \*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining

agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage

rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

**ENCLOSURE C**  
**Addenda to FAR 52.212-4**  
**CONTRACT TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND**  
**COMMERCIAL SERVICES**

**NATIONAL ARCHIVES AND RECORDS ADMINISTRATION**  
**TERMS AND CONDITIONS**

**1. CONTRACTOR RESPONSIBILITY**

The Contractor is responsible for the day-to-day inspection and monitoring of the Contractor work performed to ensure compliance with contract requirements. The results of all Contractor quality control inspections conducted must be documented on inspection checklists and be made available to the Government during the term of the contract.

**2. GOVERNMENT CONTRACT ADMINISTRATION**

- (a) This contract will be administered by:  
National Archives and Records Administration  
Office of the Chief Acquisitions Officer, Code Z  
Room 3340  
8601 Adelphi Road  
College Park, MD 20740-6001
  
- (b) Contract Administration:  
Sheila Drumheller, Contract Specialist (CS)  
Telephone: (301) 837-1859  
Sheila.drumheller@nara.gov

The Contracting Officer (CO) has the overall responsibility for the administration of this contract. Written communication to the Contract Specialist (CS) must make reference to the contract number and must be emailed or mailed, postage prepaid, to the above address.

- (c) Contracting Officer (CO)  
Any Z Warranted Contracting Officer (CO)

The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules; make final decisions on disputed deductions from contract payments for non-performance or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract questions or matters under dispute. However, the CO may delegate certain other responsibilities to authorized representatives.

### 3. DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(a) COR: TBD  
Phone:  
Fax:  
E-Mail:

(i) The individual named above is designated as the Contracting Officer's Representative (COR) to assist the CS in the discharge of the CS's responsibilities. The COR is responsible for monitoring, giving progress reports to the CS, and overall technical surveillance of services to be performed under this task order and should be contacted regarding questions or problems of a technical nature. In no event will any understanding or agreement, modification, change order, or other matter deviating from the terms of the basic task order between the Vendor and any person other than the CO be effective or binding upon the Government.

(ii) When, in the opinion of the Vendor, the COR requests effort outside the existing scope of the task order, the Vendor must promptly notify the CS in writing.

(iii) No action will be taken by the Vendor under such technical instruction unless the CO has issued a contractual change.

(iv) The responsibilities of the COR include, but are not limited to, the following:

- (A) Serve as the point-of-contact through which the Vendor can relay questions or problems of a technical nature through the CS to the CO;
- (B) Be responsible for the inspection and acceptance of the services performed and determining the adequacy of performance by the Vendor in accordance with the terms and conditions of this task order;
- (C) Conferring with representatives of the Vendor regarding any non-performance or unsatisfactory performance; following through to assure that all non-performance or unsatisfactory performance is performed/corrected or payment adjustment is recommended through the CS to the CO;
- (D) Review and certify invoices in accordance with invoicing instructions of the task order. Maintain a file with copies of these documents;
- (E) Review and evaluate Vendor's IDIQ estimates, furnish comments and recommendations through the CS to the CO;
- (F) Advise the CS of any performance problems and make recommendations for corrective action to correct performance issues;
- (G) Furnish the CS with any requests for change, deviation, or waiver (whether generated by Government personnel or Vendor personnel), including all supporting paperwork in connection with such change, deviation, or waiver; and
- (H) Submit a written evaluation through the CS to the CO within 60 days of task order completion. The evaluation must include:

- (1) The quality and timeliness of the Vendor's performance; and
- (2) A statement as to the uses made of any deliverables furnished by the Vendor.

(v) In addition to the specific duties as listed above, you are also responsible for knowing the employment status of the Contractor's employees working at the George W. Bush Center. When you are notified that the Contractor's employee is leaving the contract or the work site has changed, you must notify NARA Security Office (BX) of the new status. You should also ensure that the Contractor's employee returns the NARA issued identification when they no longer need access to the buildings. Your signature is required on the Contractor's Identification Card Authorization for the Contractor's employee to be issued a NARA identification badge. An identification badge will not be issued without a signed Authorization that includes an expiration date. Please refer to NARA Directive 272 for more information on Contractor's employees' identification badge issuance.

#### **4. INVOICE SUBMISSION REQUIREMENTS**

##### **Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (January 2020)**

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services included in commercial products and commercial service contracts. The IPP website address is: <https://www.ipp.gov>.

Under this order/contract, the following documents are required to be submitted as an attachment to the IPP invoice: Invoice shall be submitted after Government's acceptance of all deliverables. The invoice shall contain information required by FAR 52.212-4(g).

Contractor Invoice to include:

1. Award number
2. CLIN//Item number of deliverable
3. Description of deliverable
4. Price of deliverable
5. Quantity of deliverable
6. Date deliverable was provided to the Government for inspection if applicable
7. Serial number/part number if applicable

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. Contractor assistance with enrollment can be obtained by contacting the

IPP Customer Support Helpdesk by sending an email to IPPCustomerSupport@[fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its quotation or quotation.

## **5. INVOICE CERTIFICATION**

a. The COR will review a copy of each invoice for correctness, services performed, etc. The COR will certify the invoice and:

- (1) Submit it to the payment office for payment; or
- (2) Authorize reimbursement by Government purchase card.

b. If the COR disagrees with the invoice, the COR will immediately:

- (1) Notify the Contracting Officer and paying office;
- (2) Withhold certification or, if applicable, Government purchase card reimbursement;
- (3) Contact the Contractor to resolve any discrepancies;
- (4) Obtain a corrected invoice; as appropriate; and
- (5) Forward the corrected invoice to the paying office or authorize Government purchase card reimbursement.

c. If only a portion of the invoice costs are in dispute, the CO or COR, if assigned, will certify only the undisputed costs and, as appropriate, submit the invoice to the payment office for partial payment or authorize only partial Government purchase card payment. The COR will work with the Contractor to resolve any remaining disputed costs.

d. If the COR cannot resolve the invoice discrepancy with the Contractor, or if a problem has been noted with the Contractor's performance, the COR must notify the Contracting Officer, in writing, with details of the problem.

## **6. FINAL PAYMENT**

Before final NARA payment is made, the Contractor must furnish to the CO a written release of all claims against the Government arising by virtue of the contract, other than claims in stated amounts as may be specifically excluded by the Contractor from the operation of the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), a release may also be requested of the assignee. To ensure that all necessary adjustments for non-performance or unsatisfactory performance have been made and a release of claims has been submitted before the contract is closed out, the final NARA payment will be made in thirty (30) calendar days after receipt of a proper invoice, date of completion of performance, or receipt of release of claims by the CO, whichever is later.

## **7. KEY PERSONNEL**

a. The Vendor agrees to assign to the task order those key persons whose resumes were submitted with the Vendor's quotation as required to fill the requirements of the task order. No substitution or addition of personnel will be made except in accordance with this clause or by written permission by the Contracting Officer.

b. The Vendor agrees that during the first 12 months of the task order, no personnel substitutions will be permitted, unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Vendor shall promptly notify the Contracting Officer and provide the information required by paragraph (d) below.

c. If key personnel, for whatever reason, become unavailable for work under this task order for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in its quotation, the Vendor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

d. All proposed key personnel substitutions shall be submitted, in writing, to the Contracting Officer at least thirty (30) days, or ninety (90) days if a security clearance is to be obtained, prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution; a complete resume(s) for the proposed substitute(s); and any other information required by the Contracting Officer to approve or disapprove the proposed substitution(s). Resumes for key personnel substitutions must be submitted in Vendor format. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

e. In the event the Vendor designates additional key personnel as deemed appropriate for the requirement, the Vendor shall submit to the Contracting Officer for approval the information required in paragraph (d) above.

f. The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the Vendor, in writing, whether a request is approved or disapproved.

g. If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable to perform under the task order is not reasonably forthcoming, or that a resultant reduction of productive effort would impair the successful completion of the task order, the task order may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Vendor to be at fault for the condition, the CO may equitably adjust (downward) the task order price to compensate the Government for any delay, loss or damage as a result of the Vendor's action.

## **8. STANDARDS OF CONDUCT**

a. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. The Contractor is also responsible for ensuring

that its employees and those of its subcontractor(s) do not disturb papers on desks, open desk drawers or cabinets, use Government telephones, except as authorized, or otherwise jeopardize the security and the privacy of Government employees, its clientele, and the contents and property of the federal building(s) in which the contract work is performed. Each employee or supervisor of the Contractor is expected to adhere to standards of behavior that reflect credit on themselves, their employer, and the Federal Government.

b. The Contractor shall be responsible for taking such disciplinary action, including suspension without pay or removal from the worksite, with respect to its employees, as may be necessary to enforce those standards.

c. Where applicable, the requirements of this clause shall be expressly incorporated into subcontract(s) and shall be applicable to all subcontractor employees who may perform recurring services or work at the federal building and grounds of this contract.

d. The Government retains the right to permanently remove any employee of the Contractor from performing duties assigned under this contract at the federal building or grounds should the employee's performance so warrant. The Government will request the Contractor to immediately remove any employee of the Contractor from the federal building/work-site should it be determined by the Contracting Officer that the individual employee of the Contractor is "unsuitable" for security reasons or for otherwise being found to be unfit for performing his assigned duty at a federal building. The following areas (not all inclusive) are considered justification for requesting the Contractor to immediately remove an employee from a federal building/work site:

- (1) Neglect of assigned duty and refusing to render assistance or cooperate in upholding the integrity of the security programs at the worksite;
- (2) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
- (3) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting; participation in disruptive activities which, interfere with the normal and efficient operations of the Government;
- (4) Theft, vandalism, immoral conduct, or any other criminal actions;
- (5) Selling, consuming, or being under the influence of intoxicants, drugs, or controlled substances which produce similar effects;
- (6) Improper use of official authority or credentials, as a supervisor or employee of the Contractor;
- (7) Violation of Agency anti-discrimination and anti-harassment policies, including but not limited to NARA 396;
- (8) Violation of Agency and Contractor security procedures and regulations; and
- (9) Violation of the rules and regulations governing federal public buildings and

grounds set forth in 41 CFR Subpart 102-74 Conduct on Federal Property and 36 CFR Subpart 1280.

e. Following a recommendation from an Agency program official or security officer, the Contracting Officer will make all determinations regarding the removal of any employee of the Contractor from and denial/termination of clearance and access to the federal building worksite for non-performance, misconduct, or failure to abide by all laws and regulations. The Contracting Officer will verbally inform the Contractor about the employee, followed by a written confirmation or determination. Specific reasons for the removal of an employee will be provided to the Contractor in writing. In the event of a dispute, the Contracting Officer will make a final determination.

f. Upon a determination of the Government that an employee of the Contractor be removed from or denied access to a federal building worksite, the employee's clearance and access to the federal building shall be immediately revoked or otherwise terminated. Furthermore, if applicable, the building pass and/or other access device(s) previously given to the employee shall be immediately surrendered, returned, or delivered to the security officer of the federal building.

g. During the course of this contract, the Contractor may come into contact with data files subject to the Privacy Act. If this situation occurs, Privacy Act data must conform to the Privacy Act of 1974, 5 U.S.C. 552a, as amended. The Contractor also may come into contact with confidential documents and confidential information about documents and quoted Federal Agency actions. The Contractor, including Contractor's personnel, Subcontractors, and consultants must not divulge or release data or information developed or obtained in performance of this contract except to Authorized Government personnel or upon written approval of the Contracting Officer. The Contractor must not use, disclose, or reproduce proprietary data, which bears a restrictive legend, other than as required in the performance of this contract. The limitations above do not apply to data or information that has been made public by the Government.

## **9. SECURITY OF SYSTEMS HANDLING AND PROTECTION OF CONTROLLED UNCLASSIFIED INFORMATION, PERSONALLY IDENTIFIABLE INFORMATION (APRIL 2017)**

### *(a) Applicability*

This clause applies to all controlled unclassified information, which may include personally

### *(b) Definitions.* As used in this clause:

“Breach” means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar situation where persons other than authorized users, and for other than authorized purpose, have access or potential access to personally identifiable information, in usable form whether physical or electronic.

“Controlled Unclassified Information” means information the Government creates or possesses, or that an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Government-wide policy requires or permits an agency to handle using safeguarding or dissemination controls. However, CUI does not include classified information or information a

non-executive branch entity possesses and maintains in its own systems that did not come from, or was not created or possessed by or for, an executive branch agency or an entity acting for an agency. Law, regulation, or Government-wide policy may require or permit safeguarding or dissemination controls in three ways: Requiring or permitting agencies to control or protect the information but providing no specific controls, which makes the information CUI Basic; requiring or permitting agencies to control or protect the information and providing specific controls for doing so, which makes the information CUI Specified; or requiring or permitting agencies to control the information and specifying only some of those controls, which makes the information CUI Specified, but with CUI Basic controls where the authority does not specify.

“Personally identifiable information (PII)” means any information that permits the identity of an individual to be directly or indirectly inferred, including any other information that is linked or linkable to that individual regardless of whether the individual is a citizen of the United States, legal permanent resident, or a visitor to the United States. Examples of PII include the following:

- (1) Name.
- (2) Date of birth.
- (3) Mailing address.
- (4) Telephone number.
- (5) Social Security Number.
- (6) Email address.
- (7) Zip code.
- (8) Account numbers.
- (9) Certificate/license numbers.
- (10) Vehicle identifiers including license plates.
- (11) Uniform resource locators (URLs).
- (12) Internet protocol addresses.
- (13) Biometric identifiers (e.g., fingerprints).
- (14) Photographic facial images.
- (15) Any other unique identifying number or characteristic.
- (16) Any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

“Sensitive personally identifiable information (sensitive PII)” means a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual.

- (1) Complete social security numbers, alien registration numbers (A-number) and biometric identifiers (such as fingerprint, voiceprint, or iris scan) are considered sensitive PII even if they are not coupled with additional PII.
- (2) Additional examples include any grouping of information that contains an individual’s name or other unique identifier plus one or more of the following elements:
  - (i) Driver’s license number, passport number, or truncated social security number (such as last 4 digits);
  - (ii) Date of birth (month, day, and year);
  - (iii) Citizenship or immigration status;
  - (iv) Financial information such as account numbers or electronic funds transfer information;
  - (v) Medical information; and/or
  - (vi) System authentication information such as mother’s maiden name, account passwords or personal identification numbers.
- (3) Other PII may be “sensitive” depending on its context, such as a list of employees with less than satisfactory performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but it is not sensitive.

(c) *Data Security.*

- (1) The Contractor shall limit access to the data covered by this clause to those employees and subcontractor who require the information in order to perform their official duties under this contract.
- (2) The Contractor employees, and subcontractors must physically or electronically secure sensitive CUI, which may include sensitive PII, when not in use and/or under the control of an authorized individual, and when in transit to prevent unauthorized access or loss.
- (3) When CUI is no longer needed or required to be retained under applicable Government records retention policies, it must be destroyed, in accordance with NIST 800-88 standards.
- (4) The Contractor shall only use CUI obtained under this contract for purposes of the contract; it shall not be disclosed, released, disseminated, or published without the prior written consent of the Contracting Officer.
- (5) If it is established elsewhere in this contract that information to be utilized under this contract, or a portion thereof, is subject to the Privacy Act, The Contractor shall follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and

implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(6) At expiration or termination of this contract, the Contractor shall turn over all CUI obtained under the contract that is in its possession.

(d) *Systems Access.* Work to be performed under this contract may require the handling of CUI, including PII. The Contractor shall provide the Government access to, and information regarding those systems handling CUI, including sensitive PII for the Government under the contractor, when requested by the Government, as part of the Contractor's responsibility to ensure compliance with security requirements, and shall otherwise cooperate with the Government in assuring compliance with such requirements. Government access shall include independent testing of controls, system penetration testing by the Government, Federal Information Security Management Act data reviews, and access by agency Inspectors General (IG) for IG reviews.

When requested by the NARA CO or COR or other NARA official as described herein, in connection with NARA's efforts to ensure compliance with security requirements and to maintain and safeguard against threats and hazards to the security, confidentiality, integrity, and availability of NARA Information, Contractor shall provide NARA, including the NARA OIG, (1) access to any and all information and records, including electronic information, regarding a Covered Information System, and (2) physical access to Contractor's facilities, installations, systems, operations, documents, records, and databases. Such access may include independent validation testing of controls, system penetration testing, and FISMA data reviews by NARA or agents acting on behalf of NARA, and such access shall be provided within 72 hours of the request. Additionally, the Vendor shall cooperate with NARA's efforts to ensure, maintain, and safeguard the security, confidentiality, integrity, and availability of NARA information.

(e) *Systems Security.*

(1) In performing its duties related to management, operation, and/or access of systems containing PII under this contract, the Contractor, its employees and subcontractors shall comply with all applicable security requirements and rules of conduct applicable to the agency's systems as described in:

- a) NARA Directive 1608 <http://www.archives.gov/foia/directives/nara1608.pdf>; and
- b) FedRAMP baseline controls for moderate IT systems.

(2) In addition, the use of Contractor-Owned laptops or other portable storage devices to process or store sensitive PII is prohibited under this contract until the Contractor provides, and the Contracting Officer, in coordination with the Senior Agency Official for Privacy (SAOP) or the SAOP's designee, approves the Contractor's written acknowledgment that the following requirements are met:

(i) Laptops and other portable storage devices must employ encryption that is NIST Federal Information Processing Standard (FIPS) 140-2 validated (or its successor) <http://csrc.nist.gov/publications/PubsFIPS.html>, and approved;

- (ii) The Contractor has developed and implemented a process to ensure that security and other applications software are kept current;
  - (iii) Mobile computing devices utilize anti-virus software and a host-based firewall mechanism;
  - (iv) Removable media, such as hard drives, flash drives, devices with flash memory, CDs and floppy disks containing CUI, which may include sensitive PII shall not be removed from a Government facility unless they are encrypted using a NIST FIPS 140-2 or successor approved product;
  - (v) When no longer needed, all removable media, hard drives, and flash memory shall be destroyed in accordance with Government security requirements identified in NARA's Media Protection Methodology;
  - (vi) The Contractor shall maintain an accurate inventory of devices used in the performance of this contract;
  - (vii) Contractor employee annual training and rules of conduct/behavior shall be developed by NARA as part of its annual PII training program. This training will be completed within 30 days of contract employees beginning work on a sensitive PII project and thereafter annually. Such completion will be acknowledged by employees in writing and reported to NARA's Senior Agency Official for Privacy or the SAOP's designee
- (3) All NARA information obtained under this contract shall be removed from Vendor-Owned information technology assets at the direction of the Contracting Officer or Contracting Officer's Representative. Removal must be accomplished in accordance with standard FedRAMP controls for media protection in moderate IT systems and NIST 800-88 standards. Certification of data removal will be performed by the Contractor's Project Manager and written notification confirming acknowledgment will be delivered to the Contracting Officer within 30 days of the direction to remove the information.
- (4) Back up or mirrors of any systems or files containing CUI shall be treated in the same manner as the original data containing CUI, with the same protections and obligations.
- (5) The Contractor shall require FIPS 140-2 (or successor) encryption of any sensitive PII when transmitted electronically across the Internet or other public works.
- (f) *Breach Notification to Government.*
- (1) The Contractor has been provided with: NARA Directive 1608, and is aware of its roles, responsibilities, and relationship with the Government in case of data breach.
  - (2) In the event of any actual or suspected breach of sensitive PII, the Contractor shall immediately, and in no event later than one hour of discovery, report the breach to the Contracting Officer, the COR, the Senior Agency Official for Privacy (currently NARA's General Counsel garymstern@nara.gov) and the Chief Information Officer (only for IT requirements) in accordance with NARA Directive 1608.
  - (3) The Contractor is responsible for positively verifying that notification is received and acknowledged by appropriate Government parties identified in subparagraph (2) above.

(4) In the event of a confirmed, potential or suspected Security Breach, involving unauthorized exposure, loss of control, compromise, exfiltration, manipulation, disclosure, acquisition, or accessing of any Covered Information System or any NARA Information accessed by, retrievable from, processed by stored on, or transmitted within, to or from any such system, Contractor shall immediately (and in no event later than within 1 hour of discovery) report any Confirmed Breach to the NARA CO and the CO's Representative ("COR").

(5) NARA, at its sole discretion, may obtain, and Contractor will permit, the assistance of other federal agencies and/or third party contractors or firms to aid in response activities related to any security incident, PII or Security Breach. Additionally, NARA, at its sole discretion, may require Vendor to retain, at Contractor's expense, a Third Party Assessing Organization (3PAO) acceptable to NARA, with expertise in incident response, compromise assessment, and federal security control requirements, to conduct a thorough vulnerability and security assessment of all affected Information Systems.

(6) Any report submitted in accordance with paragraphs (1), (2) and (3) above, shall identify (I) both the Information Systems and NARA Information involved or at risk, including the type, amount, and level of sensitivity of the NARA Information and, if the NARA Information contains PII, the estimated number of unique instances of PII, (2) all steps and processes being undertaken by Contractor to minimize, remedy, and/or investigate the Security Incident, (3) any and all other information as required by the USCERT Federal Incident Notification Guidelines, including the functional impact, information impact, impact to recoverability, threat vector, mitigation details, and all available incident details; and (4) any other information specifically requested by the NARA. Contractor shall continue to provide written updates to the NARA CO regarding the status of the Security incident at least every three (3) calendar days until informed otherwise by the NARA CO.

(7) Response activities related to any security incident or PII or Security Breach undertaken by NARA, including activities undertaken by Vendor, other federal agencies, and any third-party contractors or firms at the request or direction of NARA, may include inspections, investigations, forensic reviews, data analyses and processing, and final determinations of responsibility for the Security Incident and/or liability for any additional response activities. Contractor shall be responsible for all costs and related resource a locations required for all such response activities related to any Security Incident or Breach, including the cost of any penetration testing.

(g) Personally Identifiable Information Notification Requirement

Contractor certifies that it has a security policy in place that contains procedures to promptly notify any individual whose Personally Identifiable Information ("PII") was, or is reasonably determined by NARA to have been, compromised. Any notification shall be coordinated with the NARA CO and shall not proceed until NARA has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by Vendor shall be coordinated with, and subject to the approval of, NARA. Contractor shall be responsible for taking corrective action consistent with NARA Data Breach Notification Procedures and as directed by the NARA CO, including all costs and expenses associated already covered by above clauses added in PII clause with such corrective

action, which may include providing credit monitoring to any individuals whose PII was actually or potentially compromised.

All determinations regarding whether and when to notify individuals and/or federal agencies potentially affected by a Security Incident, Breach, or PII Breach will be made by NARA senior officials at NARA's discretion.

*(h) Flowdown of security requirements to subcontractors.*

(1) The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph (g), in all subcontracts under this task order, and require written subcontractor acknowledgement of same.

(2) Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

## **10. NARA CONTRACTOR PERSONAL IDENTITY VERIFICATION PROCEDURES**

### **Identification/Building Pass**

Photo Identification Badges will be provided to those that meet the below Physical Access Suitability requirements. The Vendor shall make its personnel available for photo identification badges on a schedule to be determined by the Contracting Officer's Representative (COR). The badges will be made by the Government utilizing supplies, materials and equipment provided by the Government. Each Vendor employee shall sign the appropriate badge at the time of photographing.

(a) Contractor personnel designated to receive an ID/Building Pass will be subjected to NACI background investigation and must be approved in accordance with Homeland Security Presidential Directive-12 (HSPD-12) and OMB guidance M-05-24.

(b) The Contractor is responsible for ensuring that each of its employees performing work under this contract display their photo-identification badges at all times they are present on-duty in the building. Refusal or repeated neglect to display the photo-identification may result in an unsuitable determination.

(c) Upon termination, resignation or other event leading to a contract employee leaving duty under this contract, the Contractor is responsible for returning all Government identification, building passes, keys, and other Government property issued to that employee. Failure on the part of the Contractor may result in the Contractor's liability for all costs associated with correcting the resultant breach in building security.

(d) The Contractor shall notify the COR when the employee badges are lost. It shall be the responsibility of the Contractor to pay for replacement badges at the current replacement cost per badge.

(e) The requirements of this clause are applicable to and shall be flowed down to all subcontractors who will work at the Archives facility(ies).

### **Physical Access Suitability**

(a) The Government will have, and will exercise, full and complete control over granting, denying, withholding or terminating suitability determinations for all contract employees granted access to Government facilities. All employees assigned to positions requiring access to NARA facilities under this contract shall be subject to background investigations at the "National Agency Check with Inquiries" (NACI) level. Contractor personnel with access to NARA Desktop Common Productivity Tools shall also be required to comply with this requirement. The Government may, as it deems appropriate, authorize and grant temporary access to employees of the Contractor and its subcontractors. However, the granting of temporary access to any such employee will not be considered as assurance that full suitability determination will follow as a result or condition thereof. The granting of either temporary or full access will in no way prevent, preclude, or bar the withdrawal or termination of any such suitability determination by the Government as deemed necessary to protect facilities.

(b) Unless otherwise specified, the Contractor must submit to the COR, as soon as possible, but not later than ten (10) working days before contract performance is required to begin, one (1) completed Form FD 258, Fingerprint Chart; one (1) background investigation form (SF 85, SF-85-P or SF-86, as applicable)((this may be through e-QIP system with prior coordination with the NARA Personnel Security Office); one (1) Form I-9, Employment Eligibility Verification; and one (1) Declaration for Federal Employment, Optional Form 306 (OF 306) for those officers of the firm who may visit the worksite during the period of this contract and for all employees who have access to the buildings in the performance of the contract work. These forms must be submitted for replacement employees (10) days before entrance on duty. The Government will be responsible for processing these forms and adjudicating the results of the investigations. If the Government receives an unsuitable report on any employee after processing these forms, the Contractor will be advised immediately that such employee cannot continue to work, or be assigned to work, under this contract. Contractors, who hire employees investigated and determined suitable during employment with preceding Contractors, are not required to submit another set of these forms, if the employee has been determined suitable within the past three (3) years, unless specifically requested to do so by the COR.

(c) During the course of this contract, regardless of where the work is being performed, in a NARA facility or another location authorized by the contract, the Contractor may come into contact with data files subject to the Privacy Act. If this situation occurs, Privacy Act data must conform to the provisions of the Privacy Act of 1974, 5 U.S.C. 552a, as amended. The Contractor also may come into contact with sensitive documents and sensitive information about documents and quoted Federal Agency actions. The Contractor, including Contractor's personnel, Subcontractors, and consultants must not divulge or release data or information developed or obtained in performance of this task except to authorized Government personnel or

upon written approval of the Contracting Officer. The Contractor must not use, disclose, or reproduce proprietary data, which bears a restrictive legend, other than as required in the performance of this task. The limitations above do not apply to data or information that has been made public by the Government.

(d) If Contractor Personnel have a completed NACI from another Federal Agency, verification of the completed NACI must be forwarded to the NARA Personnel Security Officer. This may require obtaining a copy of the completed investigation. If Contractor Personnel possess a National Security Clearance through another Federal Agency, the granting agency must provide verification of the Clearance to the NARA Personnel Security Officer. A National Security Clearance shall suffice in the event the personnel are performing work at NARA that only requires an investigation below that required for a National Security Clearance.

(e) The requirements of this clause are applicable to, and must flow down, to all subcontractors who will work at NARA facility(ies).

## 11. INSURANCE REQUIREMENTS

The Contractor must acquire and maintain during the entire performance period of this contract insurance of at least the following kinds and minimum amounts and other insurance as required by the Contracting Officer.

MINIMUM	
TYPES OF INSURANCE	AMOUNT
Workmen's Compensation and all occupational disease	As required by State and Local Law
Employee's Liability Insurance and all occupational disease when not covered by Workmen's Compensation above	\$100,000 per accident
General Liability Insurance (Comprehensive)	
Bodily Injury per occurrence	\$500,000
Property Damage per occurrence	\$50,000

## 12. COOPERATION WITH OTHER ON-SITE CONTRACTORS

a. When the Government undertakes or issues other task orders or contracts for additional work at the facilities, the Contractor must: (1) fully cooperate with the other Contractors and Government employees, and (2) carefully fit its own work to such other additional contracted work as may be directed by the COR. The Contractor must not commit or permit any act that will interfere with the performance of work awarded to another Contractor or with the performance of other Government employees.

b. In any case where, in the course of fulfilling the task order requirements, the Contractor disturbs any work guaranteed under another separate contract, the Contractor must restore such disturbed work to a condition satisfactory to the COR and guarantee such restored work to the same extent as it was guaranteed under the other contract.

### **13. CONFIDENTIALITY OF INFORMATION**

(a) Confidential information is any information that, if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy of individuals, but has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Confidential information also includes proprietary data and information for which other restrictions on access apply.

(b) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

(c) While in the course of performance of this Contract, the Contractor may have access to confidential information and communications, including but not limited to Personally Identifiable Information (PII). Confidential information may be contained in printed material or on electronic media. The Contractor will preserve the confidentiality of all such information and communications and agrees not to disclose, release, disseminate, or publish any such information or communications for any purposes whatsoever without the prior approval of the Contracting Officer. Failure to comply with the provisions of this Paragraph will be grounds for Termination for Default and the Contractor may be liable for damages. This provision shall survive the expiration or termination of the period of performance of this Contract.

(d) If it is established elsewhere in this contract that information to be utilized under this contract, or a portion thereof, is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(e) During the course of the performance of this Contract, the Contractor may have access to and use of data and information which may be considered proprietary by other vendors, or which may otherwise be of such a nature that its dissemination or use, other than in performance of this Contract, would be adverse to the interest of NARA and these other contractors.

(f) Except as may be otherwise agreed to with these other vendors, the Contractor agrees that it will not use, disclose or reproduce proprietary data and information belonging to these other vendors other than as required in the performance of this Contract; provided, however, that nothing herein shall be construed as: (1) precluding the use of any such data or information

independently acquired by the Contractor without such limitation; or (2) prohibiting an agreement at no cost to NARA between the Contractor and these vendors which provides for greater rights to the Contractor.

(g) When considering a request to disclose, release, disseminate, or publish confidential information, the Contracting Officer will consult with appropriate program and legal officials.

(h) At the discretion of the Contracting Officer, the Contractor's employees may be required to sign a non-disclosure agreement prior to performing any work under this contract.

#### **14. NONDISPLACEMENT OF QUALIFIED WORKERS**

(a) Consistent with the efficient performance of this task order, the vendor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this task order or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this task order in positions for which employees are qualified. The vendor and its subcontractors shall determine the number of employees necessary for efficient performance of this task order and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b) there shall be no employment opening under this task order, and the vendor and any subcontractors shall not offer employment under this task order, to any person prior to having complied fully with this obligation. The vendor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

(b) Notwithstanding the obligation under paragraph (a) above, the vendor and any subcontractors (1) may employ under this task order any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this task order and who would otherwise face lay-off or discharge, (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act of 1965, as amended, 41 U.S.C. 357(b), and (3) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the vendor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(c) In accordance with Federal Acquisition Regulation 52.222-41(n), the vendor shall, not less than 10 days before completion of this task order, furnish the Contracting Officer a certified list of the names of all service employees working under this task order and its subcontracts during the last month of task order performance. The list shall also contain anniversary dates of employment of each service employee under this task order and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor vendor, and the list shall be provided on request to employees or their representatives.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the vendor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the vendor or its subcontractors, as provided in Executive Order (No.) 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(e) In every subcontract entered into in order to perform services under this task order, the vendor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this task order, as well as of a predecessor contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the vendor with the information about the employees of the subcontractor needed by the vendor to comply with paragraph (c), above. The vendor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: provided, however, that if the vendor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the vendor may request that the United States enter into such litigation to protect the interests of the United States.

## **15. RECORDS MANAGEMENT OBLIGATIONS (JUN 2017)**

### **A. Applicability**

This clause applies to all Contractors whose employees create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists.

### **B. Definitions**

“Federal record” as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:

1. includes NARA records.
2. does not include personal materials.
3. applies to records created, received, or maintained by Contractors pursuant to their NARA contract.
4. may include deliverables and documentation associated with deliverables.

### **C. Requirements**

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33),

NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
4. NARA and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of NARA or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to NARA. The agency must report promptly to NARA in accordance with 36 CFR 1230.
5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the [contract vehicle]. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to NARA control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the [contract vehicle]. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

6. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and NARA guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.
7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with NARA policy.
8. The Contractor shall not create or maintain any records containing any non-public NARA information that are not specifically tied to or authorized by the contract.
9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
10. The NARA owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which NARA shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.
11. Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take NARA-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

[Note: To the extent an agency requires contractors to complete records management training, the agency must provide the training to the contractor.]

#### D. Flowdown of requirements to subcontractors

1. The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this [contract vehicle], and require written subcontractor acknowledgment of same. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

### **16. PLACE OF PERFORMANCE.**

The work must be conducted at the George W. Bush Center at 2943 SMU Boulevard, Dallas, Texas 75205.

### **17. PERIOD OF PERFORMANCE/CONTRACT TYPE**

The period of performance commences with the start of contract performance and continues for a period of twelve (12) months from date of contract issuance and four (4) option periods of twelve months each. This is a fixed price contract.

## 18. FAR 52.204-24, REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services

as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

#### **19. FAR 52.204-26, COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES REPRESENTATION (OCT 2020)**

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) (1) *Representation.* The Offeror represents that it  does,  does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it  does,  does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

#### **20. FAR 52.217-8, OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expires.

#### **21. FAR 52.217-9, OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days of the expiration of the term; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months (Five Years and 6 Months).

## **22. FAR 52.242-15, STOP-WORK ORDER (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **23. STOP WORK CANCELLATION (APRIL 2014)**

The Contractor is required to report to work and resume full contract performance within six (6) hours of receiving notifications of the stop work cancellation unless otherwise instructed by the CO and/or COR.

## 24. FAR 52.252-2, CLAUSES/PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/>.

- a. FAR 52.202-1 Definitions (Jun 2020)
- b. FAR 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (Jun 2020)

## 25. FAR 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Products and Commercial Services (MAY 2024)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).
- (6) [52.233-3](#), Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (7) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( 19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

- ✓ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and [10 U.S.C. 4655](#)).
- ✓ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).
- \_\_\_ (3) [52.203-15](#), Whistleblower Protections (3) under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

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- ✓ (4) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ( [41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR [3.900\(a\)](#).
  - ✓ (5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)).
  - \_\_\_ (6) [Reserved].
  - ✓ (7) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
  - \_\_\_ (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
  - ✓ (9) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

- \_\_ (10) [52.204-28](#), Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) ( [Pub. L. 115–390](#), title II).
- \_\_ (11)
- (i) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ( [Pub. L. 115–390](#), title II).
- \_\_ (ii) Alternate I (Dec 2023) of [52.204-30](#).
- ✓ (12) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ( [31 U.S.C. 6101 note](#)).
- ✓ (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ( [41 U.S.C. 2313](#)).
- \_\_ (14) [Reserved].
- \_\_ (15) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ( [15 U.S.C. 657a](#)).
- \_\_ (16) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_ (17) [Reserved]
- \_\_ (18)
- (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- \_\_ (ii) Alternate I (Mar 2020) of [52.219-6](#).
- \_\_ (19)
- (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- \_\_ (ii) Alternate I (Mar 2020) of [52.219-7](#).
- \_\_ (20) [52.219-8](#), Utilization of Small Business Concerns (Feb 2024) (15 U.S.C. 637(d)(2) and (3)).
- \_\_ (21)
- (i) [52.219-9](#), Small Business Subcontracting Plan (Sep 2023) (15 U.S.C. 637(d)(4)).
- \_\_ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- \_\_ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- \_\_ (iv) Alternate III (Jun 2020) of [52.219-9](#).
- \_\_ (v) Alternate IV (Sep 2023) of [52.219-9](#).
- \_\_ (22)
- (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- \_\_ (ii) Alternate I (Mar 2020) of [52.219-13](#).
- \_\_ (23) [52.219-14](#), Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).
- \_\_ (24) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_ (25) [52.219-27](#), Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).
- \_\_ (26)

- \_\_\_ (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Feb 2024) (15 U.S.C. 632(a)(2)).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-28](#).
- \_\_\_ (27) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- \_\_\_ (28) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
- \_\_\_ (29) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ( [15 U.S.C. 644\(r\)](#)).
- \_\_\_ (30) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ( [15 U.S.C. 637\(a\)\(17\)](#)).
- ✓ (31) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- \_\_\_ (32) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Feb 2024).
- ✓ (33) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- ✓ (34)
- ✓ (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- \_\_\_ (ii) Alternate I (Feb 1999) of [52.222-26](#).
- \_\_\_ (35)
- (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).
- \_\_\_ (ii) Alternate I (Jul 2014) of [52.222-35](#).
- \_\_\_ (36)
- \_\_\_ (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ( [29 U.S.C. 793](#)).
- \_\_\_ (ii) Alternate I (Jul 2014) of [52.222-36](#).
- \_\_\_ (37) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).
- \_\_\_ (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (39)
- ✓ (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- ✓ (ii) Alternate I (Mar 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).
- ✓ (40) [52.222-54](#), Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)
- \_\_\_ (41)
- (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (42) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) ( [42 U.S.C. 7671](#), *et seq.*).
- \_\_\_ (43) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) ( [42 U.S.C. 7671](#), *et seq.*).

- \_\_ (44) [52.223-20](#), Aerosols (May 2024) ( [42 U.S.C. 7671](#), *et seq.*).
- \_\_ (45) [52.223-21](#), Foams (May 2024) ( [42 U.S.C. 7671](#), *et seq.*).
- \_\_ (46) [52.223-23](#), Sustainable Products and Services (May 2024) ( [E.O. 14057](#), [7 U.S.C. 8102](#), [42 U.S.C. 6962](#), [42 U.S.C. 8259b](#), and [42 U.S.C. 7671](#)).
- \_\_ (47)
- (i) [52.224-3](#) Privacy Training (Jan 2017) ( [5 U.S.C. 552](#) a).
- \_\_ (ii) Alternate I (Jan 2017) of [52.224-3](#).
- \_\_ (48)
- (i) [52.225-1](#), Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
- \_\_ (ii) Alternate I (Oct 2022) of [52.225-1](#).
- \_\_ (49)
- \_\_ (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ( [19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), [19 U.S.C. chapter 29](#) (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_ (ii) Alternate I [Reserved].
- \_\_ (iii) Alternate II (Dec 2022) of [52.225-3](#).
- \_\_ (iv) Alternate III (Feb 2024) of [52.225-3](#).
- \_\_ (v) Alternate IV (Oct 2022) of [52.225-3](#).
- \_\_ (50) [52.225-5](#), Trade Agreements (NOV 2023) ( [19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301 note](#)).
- ✓ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- \_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ✓ (55) [52.226-8](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) ( [E.O. 13513](#)).
- \_\_ (56) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).
- \_\_ (57) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, [10 U.S.C. 3805](#)).
- \_\_ (58) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, [10 U.S.C. 3805](#)).
- ✓ (59) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( [31 U.S.C. 3332](#)).
- \_\_ (60) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_ (61) [52.232-36](#), Payment by Third Party (May 2014) (31 U.S.C. 3332).
- \_\_ (62) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ( [5 U.S.C. 552a](#)).

\_\_ (63) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

\_\_ (64)

(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) and 10 U.S.C. 2631).

\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

\_\_ (iii) Alternate II (Nov 2021) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[*Contracting Officer check as appropriate.*]

✓ (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

✓ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

✓ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

✓ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( [29 U.S.C. 206](#) and 41 U.S.C. chapter 67).

\_\_ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

✓ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

✓ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause

or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ( [41 U.S.C. 4712](#)).

(iii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)

(A) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ( [Pub. L. 115-390](#), title II). (B) Alternate I (Dec 2023) of [52.204-30](#).

(viii) [52.219-8](#), Utilization of Small Business Concerns (Feb 2024) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(ix) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015). (x) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).

(xi) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(xii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(xiii) [52.222-37](#), Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xiv) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xv) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ( [41 U.S.C. chapter 67](#)).

(xvi)

(A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).

- (xvii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xviii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xix) [52.222-54](#), Employment Eligibility Verification (May 2022) (E.O. 12989).
- (xx) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (xxii)
- (A) [52.224-3](#), Privacy Training (Jan 2017) ( [5 U.S.C. 552a](#)).
- (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xxiii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxiv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xxv) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).
- (xxvi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligation.

**ENCLOSURE D**  
**INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES**  
**QUOTATION SUBMISSION INSTRUCTIONS**

The Offeror shall submit a written quotation to NARA officials for the purposes of assuring that they fully understand the scope of this contract and have the capabilities to fulfill all the SOW requirements. NARA intends to issue a contract based on initial proposal. NARA will incorporate the written proposal into the contract.

**1. Technical Quotation (Volume I).** The Offeror's Technical quotation to the Government must demonstrate the Offeror's technical approach & management and quality control as shown separately below. However, resource information such as data concerning labor hours, categories, material, and subcontracts must be contained in the quotation so that the Offeror's understanding of the SOW can be evaluated.

a. **Technical Approach.** The Government will assess the Offeror's demonstrated technical knowledge and competence with regard to the Government's requirements and program objectives; understanding of, and approach to the work that the Contractor would have to perform under the prospective contract.

b. **Management and Quality Control.** The Government will assess the suitability of the Contractor's management and key personnel who will work with the Government project manager as well as the management of challenges and risks, such as staffing (i.e. recruitment and retention of quality security officers) and comprehensive training, as evidenced by the Quality Control Plan. The Offeror shall also provide resumes of key personnel. To help ensure the key personnel quoted will be those that will perform NARA requests the Offeror to submit commitment letters for those listed as key personnel. Commitment letters should be submitted with resumes.

**2. Price Quotation (Volume II).**

a. Performance is for the base contract and option years. For pricing purposes, the Offeror must use a start date of April 1, 2025.

b. The Offeror must provide the following information on the first page of the pricing quotation:

- (1) RFQ Number;
- (2) Name and address of Offeror;
- (3) Name and telephone number of point of contact;
- (4) Name of contract administration office (if available);
- (5) Type of Contract;
- (6) Date quote is valid through;
- (7) DUNS Number;
- (8) Taxpayer Identification Number (TIN); and

(9) Proposed prices per the Schedule - best prices offered to the Government.

c. All other direct costs (ODCs) items must be separately identified and explained.

d. In order to expedite review of the quotation, Offeror must submit an electronic copy in a format compatible with the Microsoft Excel 2010 software program that clearly details the breakdown of the quoted monthly prices by labor category, labor hours, labor rates, burdened rates, materials, equipment, supplies, etc. NARA utilizes the electronic spreadsheets during the review of proposed prices for such things as math checks, the use of correct escalation, and other information. Offeror must include the formulas and factors used in calculation of the data. **Certified cost or pricing data is not required.**

**3. FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <https://www.acquisition.gov/>.

(End of Provision)

**4. FAR 52. 212-3 --Offeror Representations and Certifications – Commercial Products and Commercial Services (May 2024)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

**5. FAR 52.217-5, Evaluation of Options (Jul 1990) – reference**

**Exhibit 1****SAMPLE SUBCONTRACTOR AGREEMENT**

THIS SUBCONTRACTOR AGREEMENT (this "Agreement") is made this day of 15<sup>th</sup> day of [enter date], by and between Southern Methodist University, a Texas nonprofit corporation ("SMU"), and [enter vendor] ("Subcontractor") with offices located at [enter address] (each sometimes referred to as a "Party" and collectively as the "Parties").

**RECITALS:**

- A. SMU is an independent university;
- B. Subcontractor has represented to SMU that Subcontractor has the professional background and expertise to perform the Work (as hereafter defined) and the Services (as hereafter defined) sought by SMU; and
- C. In reliance on Subcontractor's representations and in support of SMU's Customer, the United States of America, acting by and through the National Archives and Records Administration ("Customer") and Contract No. [enter number] (the "Prime Contract"), SMU desires to engage the Subcontractor to perform the work set forth in the Statement of Work described in Appendix A attached to this Agreement (the "Work") and to provide the specific Services set forth in the Schedule of Services described in Appendix B attached to this Agreement (the "Services"), and the Subcontractor desires to be so engaged, in accordance with the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the affirmations, mutual promises and obligations contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties to this Agreement agree as follows:

**AGREEMENT****SECTION 1 - APPOINTMENT OF SUBCONTRACTOR**

- 1.1 Appointment. Subcontractor is hereby appointed to perform the Work and the Services on behalf of SMU.
- 1.2 Place of Work. The Work and Services must be conducted at the George W. Bush Presidential Library and Museum and the George W. Bush Presidential Foundation and Institute (collectively referred to as the "George W. Bush Presidential Center"), located at 2943 SMU Boulevard, Dallas, Texas 75205.

- 1.3 Independent Contractor. The Parties agree that Subcontractor will work independently and exercise Subcontractors own judgment. SMU will have no control over the means or methods of Subcontractor's work, except that Subcontractor will (i) provide the Work and the Services in a professional and workmanlike manner consistent with the highest standards of the industry, (ii) comply with all applicable local, state and federal laws, rules and regulations, and (iii) secure any and all necessary permits, licenses and other authorizations which are legally required in order for Subcontractor to perform the Work and the Services. Subcontractor will hire employees to assist Subcontract in providing the Work and the Services to the Company under this Agreement, and both Parties expressly acknowledge that Subcontractor is not doing so as a representative of SMU, and Subcontractor will be ultimately responsible for the quality of the Work and the Services and for ensuring such employees' compliance with professional standards and applicable laws. Subcontractor will be solely responsible for any salary, benefits or other compensation of any such employees.

## SECTION 2 – CONTRACT TYPE & PERIOD OF PERFORMANCE

- 2.1 Fixed Price. This Agreement is a fixed price contract.
- 2.2 Term. The term of this Agreement ("Term") shall commence on the date it has been fully executed by both parties and shall continue for 12 months unless terminated earlier pursuant to Sections 17 and 18 of this Agreement, or extended pursuant to Sections 2.3 and 2.4 of this Agreement.
- 2.3 Extension of Services. SMU may require continued performance of the Services without extension of the Term of this Agreement within the limits and at the rates specified in this Agreement. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. SMU may exercise the option by written notice to the Subcontractor within 15 days before this Agreement expires.
- 2.4 Extension of Term. SMU shall have the option, in its sole discretion, to extend the Term for up to four one year option periods by providing written notice to Subcontractor prior to the expiration of the then current Term. If SMU exercises such an option, all of the terms, conditions and covenants of this Agreement shall continue in full force and effect as set forth in this Agreement except as expressly provided in Section 7.1 of this Agreement.

## SECTION 3 - SCOPE OF WORK

- 3.1 Scope. The scope of Work and the Services covered by this Agreement shall be as set forth in Appendix A and Appendix B attached to this Agreement; provided, however, that the Work and Services under this Agreement shall be performed in accordance with Section 4 of this Agreement.

## SECTION 4 – DUTIES

- 4.1 Subcontractor Services. During the Term, Subcontractor shall perform such Services set forth in Appendix B of this Agreement in accordance with the Schedule of Work as set forth in Appendix A of this Agreement, and shall include all management, administrative, professional, and technically trained personnel, training, uniforms, equipment, materials and supplies, labor, materials, sub-subcontractor services, if approved, and/or miscellaneous items provided by Subcontractor to fulfill its obligations under this Agreement. Subcontractor agrees that Customer is the end user of the Work and Services supplied by Subcontractor and all rights, warranties, and representations applicable to such Work and Services are also made to the Customer.
- 4.2 Subcontractor Performance. Subcontractor shall only perform the Work and Services under this Agreement pursuant to Appendix A and B of this Agreement or a modification thereof, approved in writing by SMU's Designated Representative.
- 4.3 Subcontractor Release. Subcontractor shall, if required, execute and deliver at the time of and as a condition precedent to final payment under this Agreement, a release discharging SMU, its affiliates, subsidiaries, agents, directors, officers, trustees, representatives, employees, and its Customer, from all liabilities, obligations and claims arising out of or under this Agreement, in a form and terminology prescribed by SMU.
- 4.4 No Lower Tier Contracts. Subcontractor shall not award any lower-tier subcontracts for performance of all or any portion of Work or Services to be performed under this Agreement without the prior written consent of SMU which may be withheld in the sole and absolute discretion of SMU.

## SECTION 5 – INSPECTION AND AUDIT

- 5.1 Books and Records. Subcontractor's books, records, offices and equipment engaged (or that may be engaged) in the performance of this Agreement shall at all reasonable times during the performance thereof and for a period of three years after final payment hereunder, be subject to inspection and audit by any authorized representative of SMU or the Customer to determine correctness of charges. Each payment previously made shall be subject to adjustment to the extent of amounts that are found by SMU or Customer not to have been properly charged.

## SECTION 6 - TESTING AND ACCEPTANCE

- 6.1 Inspection and Testing. SMU and Customer shall have the right to inspect and test the Work performed by Subcontractor at reasonable times and without causing any undue delay or disruption. Acceptance of all Work performed shall be subject to the standards set forth in this Agreement.

## SECTION 7 - INVOICING AND PAYMENT

- 7.1 Submission of Invoices. Subcontractor shall submit an invoice on a monthly basis to SMU for satisfactory completion of Work and Services. For the initial Term of this Agreement, such monthly invoices shall be in the amount of \$166,974.74 (an annual amount equal to \$2,003,696.88). If SMU elects to extend the Term in accordance with Section 2.4 of this Agreement, such invoices shall be in the amounts as applicable below:

Extension Option	Years of Agreement	Annual Aggregate Amount	Monthly Invoice Amount
1	Two through Three		
2	Three through Four		
3	Four through Five		
4	Five through Six		

The price for the period includes the fully burdened cost for delivering the Services, except Additional/Emergency Services work and Other Direct Costs (ODC) as set forth in Appendix B of this Agreement.

- 7.2 Invoices for Additional/Emergency Services/ Other Direct Costs (ODC). Subcontractor shall submit an invoice on a monthly basis to SMU for any Additional/Emergency Services work ordered by SMU that reflects the hours performed, as well as any expenses incurred in performance under the Additional/Emergency Services, as well as any Other Direct Costs (ODC) incurred during such period. Additional/Emergency Services work will be invoiced at the hourly rates identified in Appendix B to this Agreement and Other Direct Costs (ODC) will be invoiced in accordance with Appendix B to this Agreement. The Additional/Emergency Services/ Other Direct Costs (ODC) dollar value ceiling that Customer may order is a Not-to-Exceed (NTE) total of \$[enter amount] in the Base Period and \$[enter amount] in each Option Period. SMU is not obligated to order under any Additional/Emergency Services work. Each invoice must be accompanied by supporting documentation to substantiate any expenses incurred and invoiced by Subcontractor.
- 7.3 Receipt and Handling of Invoices. To ensure proper receipt and handling, invoices and copies MUST be provided timely to:
- Southern Methodist University  
P.O. Box 750474  
Dallas, Texas 75275-0474  
Attn: Robert Garrett
- 7.4 Payment. Subsequent to SMU's receipt of a correct invoice and acceptance of the Work and Services performed in accordance with Section 6 of this Agreement, SMU will pay the net amount within 7 days after the date SMU is paid by Customer. No rights to payment beyond those stated in this Section 7.4 will be created in Subcontractor should SMU pay before the time required for payment.

- 7.5 Responsibility for Taxes. Each party shall be responsible for (i) taxes based on its own net income, (ii) employment taxes of its own employees, and (iii) for taxes on any property it owns or leases.
- 7.6 Disputed Invoices. Should SMU dispute any item(s) on an invoice, SMU shall deduct the amount of the disputed item(s) from the total and shall make payment of the remainder as set forth in Section 7.4 of this Agreement. The amounts and reasons for such disputed item(s) shall be documented to Subcontractor. Disputed items which are subsequently justified to SMU's satisfaction shall be included in the next monthly payment. If the Customer disputes any item(s) of Subcontractor's time and/or expenses on a SMU invoice, SMU shall withhold the amount of the disputed item(s) from payment on Subcontractor's next invoice until such item(s) are justified by Subcontractor to Customer's satisfaction.

#### SECTION 8 - LIMITATION OF EXPENDITURE

- 8.1 Liability Only for Actual Services Delivered. SMU shall be liable only to the extent of actual Work and Services delivered, or as appropriate, time worked by the Subcontractor and charges incurred, that are approved by SMU and paid for by the Customer.
- 8.2 No Additional Payment without Consent. Subcontractor shall not incur charges in excess of the value specified in the Agreement without the prior written consent of SMU. SMU shall not be liable for any charges in excess of the value of the Agreement as may, in SMU's sole and absolute discretion, be increased from time to time by written amendment.

#### SECTION 9 – FORM OF AGREEMENT / INDEPENDENT PARTIES

- 9.1 Independent Contractor; Not a Partnership. This Agreement is not intended and shall not constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind, other than a contractor/ subcontractor agreement, and the rights and obligations of the Parties shall be only those expressly set forth herein, in Section 1.3 of this Agreement. SMU and Subcontractor are independent parties and neither shall act as an agent for or partner of the other for any purpose, and the employees of one shall not be deemed the employees of the other. Each party shall be solely responsible for payment of all compensation owed to its employees, including payment of any taxes related to employment and workers' compensation insurance.
- 9.3 No Authority to Bind. Nothing in this Agreement shall give Subcontractor or anyone affiliated with Subcontractor the authority to bind SMU in any regard. **The Subcontractor shall indemnify and hold SMU harmless from any and all injury, loss or damage suffered by virtue of any such unauthorized commitment.**
- 9.4 No Sharing of Profits or Losses. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both Parties.

## SECTION 10 - SUBCONTRACTOR PERSONNEL

- 10.1 Subcontractor; Employee Verification. Subcontractor shall be responsible for verifying that the education, work experience, and licensing of any employee, agent or representative ("Personnel") assigned to perform the Work and Services under this Agreement is appropriate for and in accordance with the Agreement's requirements. Subcontractor shall also be responsible for conducting criminal backgrounds check of its employees who will be assigned to perform Work and Services under this Agreement.
- 10.2 Criminal Background Check. Subcontractor shall independently verify whether any employee assigned to work on the SMU campus has a record of a conviction of any felony or of a misdemeanor involving alcoholic beverages, animals, assault, computers, controlled substances, criminal mischief, dishonesty, disorderly conduct, explosives, fire alarms, fraud, harassment, indecent exposure, public indecency, public lewdness, riot, stalking or theft ("Misdemeanor") under Texas law or the equivalent under the laws of another state. Subcontractor shall also ensure that its own employment screenings are conducted on all personnel who are expected to perform under this Agreement, consistent with the duties and responsibilities associated with such individuals' positions, locations of the Work and other factors. Subcontractor shall not permit any employee to perform the Services hereunder if Subcontractor deems such individual to be an unreasonable risk on the basis of the results of such screenings. In addition, Subcontractor shall not permit any employee to perform Services who has been convicted of any felony or of a Misdemeanor under Texas law, or the equivalent under the laws of another state, without first obtaining written approval from the SMU Police Department. SMU reserves the right to refuse to grant such permission if, in its sole judgment, business necessity requires it to do so. SMU reserves the right to remove immediately any employee or agent of Subcontractor from SMU's property should such person pose, in the reasonable judgment of SMU, an immediate threat of harm or nuisance to persons or property. Subcontractor shall also require sub-subcontractors to comply with these requirements.
- 10.2 Removal of Personnel. SMU reserves the right to disapprove the assignment or request the removal of any Personnel assigned to perform the Work and Service in connection with this Agreement. SMU shall notify Subcontractor, in writing, of the disapproved assignment or requested removal. Subcontractor shall promptly replace such Personnel with person(s) satisfactory to SMU.
- 10.3 Removal of Key Personnel. Key personnel, with the exceptions of death or resignation from the Subcontractor's employment, shall not be removed from the project without SMU's prior approval. In the event it becomes necessary to remove such personnel for reasons beyond the control of Subcontractor, Subcontractor shall deliver to SMU at least 15 days advance written notice, and such notice shall designate the name and qualifications of the proposed replacement, whose qualifications and capabilities shall be at least equal to those of the person being replaced, and who shall be subject to SMU's and if required, Customer's approval.

- 10.4 Citizenship. All Subcontractor and sub-subcontractor employees shall be United States citizens or nationals, lawful permanent residents, or aliens properly authorized to work in the United States. The planned utilization of non-U.S. Citizens in Subcontract performance must be identified by name and country of citizenship prior to award or in advance of their employment.

## SECTION 11 - INSURANCE

- 11.1 Insurance Provisions: Subcontractor agrees that, with respect to the requirements of this Agreement, all insurance contracts and certificate(s) of insurance will contain the provisions as required in Schedule 11.1 attached to this Agreement.

## SECTION 12 – INTELLECTUAL PROPERTY

- 12.1 Disclosure. The Subcontractor shall disclose promptly to SMU all ideas, inventions, designs, drawings, models, writings and other copyrightable material, discoveries and improvements, hereafter referred to as "Subject Inventions", whether or not patentable, relating to the Work and Services hereunder which are conceived or first reduced to practice by the Subcontractor in the performance of the Work and Services under this Agreement.
- 12.2 Sole Property of SMU. Subject to any rights possessed by the Customer, the Subcontractor agrees that all Subject Inventions shall become the sole property of SMU and that during or subsequent to the period of this Agreement, the Subcontractor expressly, automatically, and irrevocably assigns to SMU all right, title, and interest worldwide to such Subject Inventions, including, without limitation, all patent rights, copyrights, trade secrets, trademarks, moral rights, and all applicable proprietary and intellectual property rights. Subcontractor further agrees to execute and deliver to SMU all documents required to assign such rights and to take such other action as may be reasonably required by SMU to assist it in the assignment of the rights described in this Section 12.2. In the event that the assignment of intellectual property rights hereunder is otherwise ineffective, Subcontractor hereby grants SMU a worldwide, irrevocable exclusive license to the Subject Inventions and to produce derivative works based thereon.
- 12.3 Full Ownership of Deliverables. Subject to the rights of Customer, SMU shall have full ownership of all Deliverables (of whatever nature) developed or contributed by Subcontractor, in connection with the Project ("Deliverables"), excluding, however, any materials, computer programs, documentation and other information proprietary to Subcontractor that are used to produce the Deliverables and which were in existence prior to the Services being performed or which were developed independently of the Services ("Pre-Existing Materials"). No Pre-Existing Materials shall be incorporated into any Deliverables unless agreed by SMU in advance in writing, and in such event Subcontractor hereby grants to SMU a paid-up, non-exclusive, worldwide unlimited license to use, copy, and redistribute such Pre-Existing Materials in connection with the Deliverables. All Deliverables constitute work made for hire on behalf of SMU, and Subcontractor hereby assigns to SMU all of its right, title and interest in and to the Deliverables, including but not limited to all copyrights and patent rights.

- 12.4 Additional SMU Rights. Subcontractor shall grant to SMU such rights in technical data and computer software as are necessary for SMU to satisfy its obligations to the Customer under the Prime Contract and the Federal Acquisition Regulations.

#### SECTION 13 – CONFIDENTIALITY/NONCIRCUMVENTION

- 13.1 Confidential Information; Mutual Nondisclosure Agreement. In performing the terms of this Agreement, it may be necessary for the Parties to provide confidential or proprietary information to one another. The disclosure and use of all confidential or proprietary data shall be in accordance with the provisions of the Mutual Nondisclosure Agreement set forth in Appendix C attached to this Agreement.
- 13.2 Non-Compete. Subcontractor may not utilize information obtained during the course of this Agreement to compete directly or indirectly against SMU in furnishing the type of Work or Services reflected in the Agreement in the security services field for three (3) years after the termination of this Agreement.
- 13.3 Subcontractor agrees to disclose promptly to SMU any activity by Subcontractor that reasonably might be deemed to be in competition with SMU or with the Work or Services to be performed under this Agreement.
- 13.4 United States Government Requirements. Subcontractor recognizes that SMU is engaged in the performance of contracts with the United States Government and that, under such contracts, SMU is required to meet various requirements as to the safeguarding and nondisclosure of information relating to the National Defense. Subcontractor agrees, therefore, that Work or Services provided will be in accordance with and conform to all applicable rules, regulations, and requirements of the United States Government and of SMU with regard to such matters, including, but not limited to the requirements set forth in Section 9 of Addenda to FAR 52.212-4, set forth at Addendum E attached to this Agreement.
- 13.5 Remedies for Breach of Confidentiality. The Subcontractor acknowledges that unauthorized disclosure or use of confidential or proprietary information supplied by SMU will cause irreparable harm and significant injury to SMU that may be difficult to ascertain. Subcontractor agrees that SMU will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have. Subcontractor shall not oppose an application for such relief on the ground that SMU has an adequate remedy at law. SMU shall not be deemed to have waived any of its rights or remedies on account of its failure, delay or forbearance in exercising any such right or remedy in a particular instance. Subcontractor shall be liable for any costs, including reasonable attorney's fees, incurred as a result of the breach of this requirement.

## SECTION 14 - COMPLIANCE WITH LAW

- 14.1 Compliance with Federal State and Local Law. Subcontractor shall observe and abide by all Federal, State, and local laws, rules and regulations applicable to the Work and the Services.
- 14.2 Best Interests of SMU. Subcontractor shall conduct activities in a lawful and ethical manner and shall exert its best efforts to enhance the good reputation and best interests of SMU and shall refrain from any conduct that will cause, or tend to cause, any injury to SMU, its business, or its reputation.
- 14.3 Subcontractor in Compliance with Federal Regulations. Subcontractor represents and warrants its compliance with all applicable requirements in FAR 52.203-13, Contractor Code of Business Ethics and Conduct. Subcontractor shall furnish written notice to SMU of any voluntary disclosure to the United States Government regarding any matter relating to this Agreement. Such notice shall be furnished within one day of furnishing such disclosure and shall include a copy of the disclosure made.
- 14.4 Indemnification for Failure to Comply. **Subcontractor agrees to indemnify and defend SMU, its affiliates, subsidiaries, agents, directors, officers, representatives, and employees, against all claims, damages, penalties, losses, causes of action, liabilities, and expenses of any kind or nature, including reasonable attorneys' fees, which arise out of or relate to Subcontractor's failure to comply with all applicable local, state and Federal laws and regulations in the performance of Subcontractor's obligations under this Agreement.**
- 14.5 Subcontractor Eligible to Perform Government Contracts. Subcontractor represents and certifies to SMU, upon executing this Agreement, that it is eligible to perform government contracts and that it shall not take any action or fail to take appropriate action, when necessary, which would jeopardize its eligibility. In the event either party should become ineligible to perform under this Agreement or the Prime Contract for any reason including but not limited to the Party's inclusion on the Excluded Parties List or the Denied Parties List it shall immediately notify the other party in writing.
- 14.6 Subcontractor Employees Not SMU Employees. All Subcontractor employees, officers, partners or agents (collectively "Personnel") providing significant or key services hereunder shall be W-2 employees of Subcontractor. The use of Subcontractors shall be restricted to short term or non-significant tasks. Subcontractor agrees to comply with all state and federal regulations regarding the use of Subcontractors. Subcontractor hereby further understands, represents and agrees that its Personnel are not employees on SMU's regular employee payroll.

## SECTION 15 – NON-SOLICITATION

- 15.1 Non-Solicitation of Parties Personnel. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, hire, employ, or contract with, whether as a partner, employee or Subcontractor, directly or indirectly, any of the other

party's Personnel during their participation in the Work or Services or during the twelve (12) months thereafter. For purposes of this Section 15.1, "Personnel" includes any individual or company a party engages as a partner, employee or Subcontractor and with which a party comes into direct contact in the course of the Work or Services.

## SECTION 16 - INDEMNIFICATION / LIMITATION OF LIABILITY

- 16.1 **INDEMNIFICATION OF SMU. EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF SMU, SUBCONTRACTOR SHALL INDEMNIFY AND DEFEND SMU, ITS TRUSTEES, OFFICERS, EMPLOYEES, VOLUNTEERS AND/OR AGENTS AND/OR THE SUCCESSORS AND/OR ASSIGNS OF ANY OF THEM (EACH, AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL LOSS, COST, EXPENSE, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, FINE, PENALTY OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COSTS AND EXPENSES OF ANY DISPUTE RESOLUTION PROCEEDING (EACH A "CLAIM" AND COLLECTIVELY, "CLAIMS"), DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATING TO SUBCONTRACTOR'S PERFORMANCE OF THE WORK OR SERVICES HEREUNDER, INCLUDING, BUT NOT LIMITED TO:**
- (i) **SUBCONTRACTOR'S BREACH OF THIS AGREEMENT;**
  - (ii) **ANY CLAIM ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH OF ANY PERSON, OR TO INJURY TO OR DESTRUCTION OF PROPERTY, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE PROPERTY;**
  - (iii) **ANY LIEN CLAIM OR NOTICE OF LIEN CLAIM ASSERTED BY ANY SUB-SUBCONTRACTOR, SUPPLIER OR EQUIPMENT PROVIDER OF ANY TIER WHO PROVIDES LABOR, MATERIALS OR EQUIPMENT TO THE PROJECT TO CARRY OUT ANY OF THE WORK OR SERVICES PROVIDED IN THIS AGREEMENT, TO THE EXTENT SUBCONTRACTOR HAS BEEN PAID FOR THE WORK OR SERVICES; OR**
  - (iv) **THE ACT OR OMISSION OF SUBCONTRACTOR, A SUB-SUBCONTRACTOR, SUPPLIER, OR ANY OTHER PERSON OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY SUCH PARTIES OR FOR WHOSE ACTS OR OMISSIONS THEY MAY BE LIABLE.**
- 16.2 **INDEMNITY. EMPLOYEE INJURY CLAIMS; INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS. IN ADDITION TO THE INDEMNIFICATION PROVIDED IN SECTION 16.1 OF THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, SUBCONTRACTOR SHALL INDEMNIFY AND DEFEND EACH INDEMNIFIED PARTY FROM AND AGAINST ANY CLAIM (i) DIRECTLY OR**

INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATING TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OF ANY EMPLOYEE OF SUBCONTRACTOR, ANY SUB-SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY EITHER, BROUGHT BY SUCH INJURED EMPLOYEE OR THE EMPLOYEE'S WORKERS' COMPENSATION INSURANCE CARRIER; AND/OR (ii) ANY CLAIM THAT ANY MATERIALS SUBCONTRACTOR PRODUCES FOR OR USES AT SMU INFRINGE ON THE COPYRIGHT, TRADEMARK, SERVICE MARK, OR TRADE NAME OR OTHER INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY, OR PLAGIARIZE THE WORK OF A THIRD PARTY; EVEN TO THE EXTENT SUCH CLAIM IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE SOLE OR CONCURRENT NEGLIGENCE OF A PARTY INDEMNIFIED HEREUNDER OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM.

- 16.3 No Limitation on Damages. The indemnification of this Section 16 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The obligations of Subcontractor under this Section 16 shall survive the expiration of this Agreement.
- 16.4 No Liability for Certain Damages. **NOTWITHSTANDING SECTION 16.1 AND 16.2 OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS; INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, STATUTORY OR CONSEQUENTIAL DAMAGES; OR ANY OTHER CLAIMS BROUGHT AGAINST A PARTY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE.**

#### SECTION 17 – TERMINATION FOR CONVENIENCE

- 17.1 Termination for Convenience. SMU, without cause, may terminate this Agreement, in whole or in part, for the convenience of SMU. If termination results due to termination by the Customer, the termination shall be immediate upon receipt of oral or written notice. If termination results due to termination by SMU, the termination shall be effective five (5) days after Subcontractor receives written notice. If this Agreement is terminated pursuant to this Section 17.1, SMU shall be liable for payment in accordance with the payment provisions of this Agreement for conforming and accepted Work or Services rendered prior to the effective date of termination. **Subcontractor shall have no claim against SMU for Work or Services not performed, anticipatory profits lost, or indirect or consequential damages claimed by reason of such termination, and Subcontractor releases SMU from any and all liability in relation thereto.**
- 17.2 Final Termination Settlement. If this Agreement is terminated pursuant to Section 17.1 of this Agreement, Subcontractor shall submit a final termination settlement proposal to SMU. The Subcontractor shall submit the proposal promptly but no later than one month from the effective date of the termination. If Subcontractor fails to submit the invoice within the time allowed, SMU may determine the amount, if any, due the Subcontractor because of termination.

- 17.3 Termination by Customer. If termination results from action of the Customer, SMU shall make payment, if any, 15 days after receipt of payment from the Customer.

## SECTION 18 - DEFAULT

- 18.1 Termination for Default. SMU may, by written notice of default to the Subcontractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) Subcontractor fails to make progress in the Work or Services so as to endanger performance, (ii) Subcontractor fails to make delivery of the Work or Services in a timely manner, (iii) Subcontractor fails to perform any of the provisions of this Agreement in accordance with its terms and Subcontractor fails to cure such failure to the satisfaction of SMU within a period of 10 days (or such longer period as SMU may authorize in writing) after receipt of notice from SMU specifying such failure; or (iv) Subcontractor becomes insolvent or the subject of a proceeding under any law, state or federal, relating to bankruptcy or the relief of debtors or admits in writing Subcontractor's inability to pay its debts as they become due.
- 18.2 Payment on Termination for Default. If this Agreement is terminated for default, SMU will pay Subcontractor the contract price only for such Work and Services as has been completed, delivered, and accepted by SMU as of the termination. At its discretion, SMU will pay Subcontractor the fair value of other property of Subcontractor so requested and delivered. Subcontractor shall submit a proposal for such compensation within 30 days of termination.
- 18.3 Continuation of Performance by Subcontractor. Subcontractor shall continue performance of this Agreement to the extent not terminated. SMU shall have no obligations to Subcontractor with respect to the terminated part of this Agreement except as provided in this Section 18.3. In case of Subcontractor's default, SMU's rights as set forth under this Section 18.3 shall be in addition to SMU's other rights at law or equity although not set forth in this Agreement.
- 18.4 Termination of Prime Contract. If, as a result of any breach of this Agreement by Subcontractor, (i) Customer terminates the Prime Contract for breach, (ii) SMU is liable to pay damages (including but not limited to liquidated damages or credits under the Prime Contract) to the Customer, and/or (iii) SMU is subject to a reduction in fees by the Customer, then **Subcontractor shall indemnify and save SMU harmless from all such assessments, costs, damages, and/or fee reductions, plus reasonable attorneys' fees and costs of investigation and defense.**

## SECTION 19 - CHANGES

- 19.1 Changes in Prime Contract. If the Prime Contract contains a "Changes" clause under which the Customer may make changes within the general scope of the Prime Contract to the Work or Services being performed, Subcontractor agrees, at the direction of SMU,

to make any changes, revisions, additions, or deletions to the Work or Services performed under this Agreement caused by a change to the Prime Contract ("Directed Changes").

- 19.2 Increase in Price Due to Directed Change. If a Directed Change causes an increase or decrease in the price or schedule, adjustments to price and schedule will be made in accordance with the procedures specified in the "Changes" clause set forth in the Prime Contract. Any payment to Subcontractor under this section shall be made 15 days after receipt of payment by Customer.
- 19.3 Changes to this Agreement. Notwithstanding any other provision of this Section 19, SMU may, at any time, make changes in the scope of the Agreement, in the definition of services or tasks to be performed, and the time and place of performance thereof. If any such changes cause an increase or decrease in the estimated price of, or the time required for, the performance of any part of the Work or Services under this Agreement, or otherwise affects any other provision of this Agreement, an equitable adjustment shall be made:
- a) In the total estimated price for the Agreement; and/or
  - b) In the time provided for the performance of the Work or Services; and/or
  - c) In such other provisions of the Agreement as may be so affected, and this Agreement shall be modified in writing accordingly.
- 19.4 Changes or Amendments. Any changes or amendments to the Agreement will be by a numbered, written "Amendment" or "Change Order" to include any equitable adjustments due hereunder.
- 19.5 Assertion of Claim. A claim by Subcontractor for adjustment under this Section 19 must be asserted within 30 days from the receipt by Subcontractor of a change notification.
- 19.6 Performance During Resolution of Claim. Subcontractor shall perform the Agreement as amended without delay during the resolution of any claim submitted by Subcontractor.

## SECTION 20 - CERTIFICATION OF PROCUREMENT INTEGRITY

- 20.1 Certification. Subcontractor certifies that it is familiar with section 27 of the Office of Federal Procurement Policy Act (41 USC Sec. 423) ("the Act") as implemented in Part 3.104 of the Federal Acquisition Regulations (FAR), and the prohibitions contained therein. Subcontractor further certifies that during the performance of this Agreement, Subcontractor will not knowingly engage in conduct prohibited by the Act and will report immediately to SMU any information concerning any violation or possible violation of the Act.

## SECTION 21 – ANTI-KICKBACK PROVISIONS

- 21.1 Certification. Subcontractor certifies that it is in full compliance with the provisions of the Anti-Kickback Act of 1986, 41 USC 51-58, and **shall indemnify, protect, defend, and hold SMU harmless from any liabilities or monetary loss SMU may incur resulting from Subcontractor's failure to comply with said Act.**

## SECTION 22 – CONFLICTS OF INTEREST

- 22.1 No Conflicts of Interest. Subcontractor affirms that to the best of its knowledge neither it nor its officers, partners, employees, permitted subcontractors and/or agents have knowledge of any existing or potential interest in conflict with the Project or this Agreement that could reasonably be considered to: (a) negatively impact its participation during the Project; (b) cause it or SMU to violate any law or regulation, including FAR Part 9.4; or (c) create any appearance of impropriety (each a "Conflict"). If either party becomes aware of a Conflict during the Term, it will promptly bring the matter to the attention of the other party and the parties will work together to reach a mutually satisfactory resolution; if such mutually satisfactory resolution cannot be reached within a reasonable period of time (not to exceed ten 10 business days after first notice, unless mutually agreed), then SMU may terminate this Agreement pursuant to Section 9.4 of this Agreement.

## SECTION 23 - EXPORT ADMINISTRATION

- 23.1 Export Control. The subject technology of this Agreement (together including data, services, and hardware provided hereunder) may be controlled under the International Traffic in Arms Regulations ("ITAR") or the Export Administration Regulations ("EAR") for export purposes. ITAR controlled technology may not be exported without prior written authorization. Certain EAR technology requires a prior license depending upon its categorization, destination, end-user and end-use. Access to certain technology ("Controlled Technology") by foreign persons (working legally in the U.S.), may require an export license if the Controlled Technology would require a license prior to delivery to the foreign person's country of origin. Under U.S. sanctions, certain countries are prohibited from receiving any technology from the U.S. Subcontractor is bound by U.S. export statutes and regulations and shall comply with all U.S. export laws. Subcontractor shall have full responsibility for obtaining any export licenses or authorization required to fulfill its obligations under this Agreement.
- 23.2 Compliance with Export Control Laws. Subcontractor agrees to comply with all applicable U.S. export control laws and regulations. Without limiting the foregoing, Subcontractor agrees that it will not transfer any export controlled item, data or services, to include transfer to foreign persons employed by or associated with, or under contract to Subcontractor or Subcontractor's lower-tier suppliers, without the authority of an Export License or applicable license exception. Subcontractor agrees to notify SMU if any deliverable under this Agreement is restricted by export control laws or regulations.

## SECTION 24 - DISPUTE RESOLUTION

24.1 Disputes Between SMU and Subcontractor. In any dispute between SMU and Subcontractor, that does not involve Customer, the Parties shall make a good faith attempt for a period of 30 days to amicably resolve any controversy or claim between the Parties arising out of or relating to this Agreement before initiating a claim before a court of competent jurisdiction.

24.1.1 Upon request of either Party, each Party shall refer the matter to an individual who holds a position superior to the negotiating representative.

24.2.1 This Agreement shall be governed by and construed under the laws of the State of Texas. Each party to this Agreement hereby irrevocably submits to the exclusive jurisdiction of the federal or state courts in Dallas County, Texas and consents to venue in Dallas County, Texas for any action arising out of this Agreement.

24.2 Disputes Involving Customer. Any dispute between/among Customer, SMU and/or Subcontractor which is not disposed of by agreement and which involves any question of Subcontractor's compliance with the requirements of this Agreement and/or the Prime Contract, shall be settled by the following procedures:

24.2.1 Subcontractor agrees that any claim, including claims as defined under FAR 33.201 or any subsequent provision, which may arise under this Agreement or task orders hereunder and which may properly be submitted for a decision of the Customer Contracting Officer (the "Contracting Officer") under the "Disputes" clause of the Prime Contract shall be submitted to SMU and SMU shall submit such claim to the Contracting Officer for decision if SMU can certify such Subcontractor's claim to the extent and in the manner required by the Contract Disputes Act provided, however, that nothing herein, or hereby referenced, shall be construed as giving Subcontractor the direct right to appeal a decision of the Contracting Officer under the "Disputes" clause incorporated in the Prime Contract. SMU shall give Subcontractor prompt written notice of any decision of the Contracting Officer under the Prime Contract, that relates to this Agreement, which decision shall be final and conclusive and binding upon Subcontractor provided, however, that upon written request by the Subcontractor to appeal such decision received by SMU not less than twenty (20) days before expiration of the period of appeal under the "Disputes" clause of the Prime Contract, SMU shall appeal such decision on behalf of Subcontractor, if SMU has the right of such appeal under the Prime Contract.

24.2.2 The decision of the United States Government, Board of Contract Appeals, or US Court of Federal Claims having cognizance over the appeal brought pursuant to Section 24.2.1 of this Agreement shall be conclusive and final, and binding upon SMU and Subcontractor, subject to any right of judicial review by a court of competent jurisdiction.

24.2.3 Any appeal brought by SMU on behalf of Subcontractor, as provided under Section

24.2.1 of this Agreement, shall be at the expense of the Subcontractor and subject to the following conditions: a) Subcontractor has certified its claim in the manner, time, and form prescribed by the Contract Disputes Act and the Prime Contract; b) Subcontractor agrees to cooperate fully with SMU in the prosecution of such appeal; Subcontractor agrees to be responsible for the presentation of all evidence, facts and data and for the furnishing of such, and to promptly make payments for any expenses, including any legal fees and costs, incurred by SMU in connection with such appeal, provided that Subcontractor shall have the right to retain counsel and control the prosecution of the claim or case. Failure to comply with the above stated conditions may be the basis for terminating such appeal and Subcontractor shall be then conclusively bound by the decision of the Contracting Officer, or in the event of an appeal to the cognizant government agency, Board of Contract Appeals, or US Court of Federal Claims, then by the decision of such agency, Board, or Court.

24.2.4 Subcontractor agrees that with regard to any claim or dispute arising under the terms of the Prime Contract, subject to the "Disputes" clause of the Prime Contract, the right of appeal is limited to the procedures set forth in this Section 24.

24.3 Continued Performance. Subcontractor shall continue performance under the Agreement during the pendency of any claim or dispute.

## SECTION 25 – REPRESENTATIONS AND CERTIFICATIONS

25.1 Subcontractor Representations and Warranties. Subcontractor hereby represents and warrants to SMU as follows:

25.1.1 The execution, delivery and performance by Subcontractor of this Agreement have been duly authorized by all necessary corporate actions and do not and will not (1) require any consent or approval of any shareholders of Subcontractor; (2) contravene Subcontractor's articles of incorporation or bylaws; (3) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination, or award presently in effect having applicability to the party; (4) result in a breach of or constitute a default under any agreement or instrument to which the party is a party or by which the party or its assets and properties may be bound or affected; or (5) cause Subcontractor to be in default under any such law, rule, regulation, order, writ, judgment, injunction, decree, determination, or award or any such indenture, agreement, lease or instrument.

25.1.2. This Agreement, when duly executed and delivered, will be a legal, valid, and binding obligation of Subcontractor, enforceable against Subcontractor in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, and other similar laws affecting creditors' rights generally.

25.1.3 There is no pending or threatened action or proceeding against or affecting Subcontractor before any court, governmental agency, or arbitrator which may, in any

one case or in the aggregate, materially and adversely affect the ability of Subcontractor to perform its obligations under this Agreement.

25.1.4 Subcontractor possesses all franchises, patents, copyrights, trademarks, and trade names, or rights thereto, to conduct its business substantially as now conducted and as presently proposed to be conducted, and Subcontractor is not in violation of any valid rights of others with respect to any of the foregoing.

25.1.5 Subcontractor has not used, and will not use, in the performance of this Agreement any confidential information or trade secrets of third parties which Subcontractor does not have the legal right to possess and use.

25.1.6 Neither Subcontractor nor any of its officers, directors, management personnel, or affiliates are currently: (1) suspended or debarred by the Federal Government or any state government; or (2) subject to indictment or charged civilly for any matter involving fraud; and (3) subject to an administrative compliance agreement with any governmental agency.

25.1.7 Subcontractor has not been terminated for cause by any government entity or other contractor during the three years preceding the date of this Agreement.

25.1.8 No trustee, officer, employee, student or agent of SMU has been or will be employed, retained, or paid a fee, or otherwise has received or will receive any personal compensation or consideration by or from Subcontractor or any of Subcontractor's directors, officers, employees, or agents in connection with the obtaining, arranging, or negotiation of this Agreement.

25.1.9 The consideration to be paid by SMU under this Agreement represents fair and reasonable consideration relative to the value of Work and Services to be provided by Subcontractor to SMU.

25.1.10 In its performance of this Agreement, it will not discriminate against any (i) person on account of race, color, religion, national origin, sex, age, disability, or veteran status, or (ii) SMU employee or student on the basis of sexual orientation. Subcontractor affirms that it is an equal opportunity and affirmative action employer and that it will comply with all applicable federal, state and local laws and regulations. The parties hereby incorporate the equal employment opportunity and affirmative action requirements of 41 C.F.R. 60-1.4(a), 60-300.5(a), 60-741.5(a) and 29 C.F.R. Part 471, Appendix A to Subpart A, if applicable.

25.1.11 The representations and warranties set forth in this Section 25 shall survive any delivery, inspection, acceptance, or payment by SMU and the termination of this Agreement.

## SECTION 26 – NOTICE OF LITIGATION

- 26.1 Notice. Subcontractor shall give immediate notice to SMU of any judicial or administrative action or suit filed by anyone against it that is related to SMU or this Agreement in any way.

## SECTION 27 – CONTACT WITH CUSTOMER

- 27.1 Liaison and Communication with Customer. SMU shall be responsible for all liaison and communication with SMU's Customer and SMU's other subcontractors for the Term. Subcontractor shall not communicate with SMU's Customer or SMU's other subcontractors, if any, regarding this Agreement, unless otherwise expressly authorized in writing by SMU or as outlined in the Statement of Work at Appendix A or the Schedule of Services at Appendix B, attached to this Agreement. Subcontractor shall furnish prompt notice to SMU in the event it receives direct communication from SMU's Customer and shall coordinate any response to the Customer through SMU.

## SECTION 28 – ADDITIONAL SUBCONTRACTOR WARRANTIES

- 28.1 Additional Warranties. In addition to all express warranties and those implied by law, Subcontractor warrants and represents to SMU that (1) all Work and Services covered by this Agreement will be performed to the highest professional standards and will conform to all the specifications set forth in this Agreement; (2) the technical and management personnel proposed to perform the Work and Services hereunder are qualified to perform their assigned tasks; (3) all representations, service warranties and guarantees, if any, shall run to SMU and SMU's Customer; (4) all wages paid to personnel of Subcontractor are not less than the minimum wage determined by applicable law set forth in this Agreement. The foregoing representations and warranties shall survive any delivery, inspection, acceptance, or payment by SMU and the termination of this Agreement.
- 28.2 Correction of Deficiencies. Subcontractor will correct any Work and Services not meeting the standard set forth in this Agreement without additional compensation. If such deficiencies are not corrected in a timely manner, SMU may cause the same to be corrected and deduct costs incurred from Subcontractor's compensation.

## SECTION 29 – SECURITY

- 29.1 If Classified Agreement. To the extent that this Agreement is designated classified in the Statement of Work attached as Appendix A to this Agreement, the following "security requirement" and the DD254, Contract Security Classification Specification apply (DD254 attached or provided under separate cover).
- 29.2 Federal Acquisition Regulation (48 CFR Chapter 1), 52.204-2 Security Requirements. (Aug 1996)

(a) This clause applies to the extent that this Agreement involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Subcontractor shall comply with—

- (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and
- (2) Any revisions to that manual, notice of which has been furnished to the Subcontractor.

(c) If, subsequent to the date of this Agreement, the security classification or security requirements under the Prime Contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this Agreement. This Agreement shall be subject to an equitable adjustment to the extent such costs are reimbursable under the Prime Contract.

(d) Subcontractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d), in all subcontracts under this Agreement that involve access to classified information.

## SECTION 30 - FORCE MAJEURE

30.1 Application of Force Majeure. Neither Party shall be liable in damages for any delay or default in performing the Work and Services under this Agreement if such delay or default is caused by conditions beyond its reasonable control and occurring without its fault or negligence, including, but not limited to Acts of God and/or any other cause beyond the control of the Party whose performance is affected, other than the failure of a lower-tier subcontractor to perform. Provided, however, that this clause shall not include wars, terrorist acts, or other hostilities occurring at the site of performance of the Agreement. This Section 30.1 notwithstanding, if the force majeure event was foreseeable, the performance of a Party is suspended or excused only to the extent that the respective Party exercised reasonable care and due diligence to avoid or mitigate the occurrence of its nonperformance, so that it is nonperformance of the Party that could not be reasonably prevented, not the force majeure event itself.

30.2 Notice of Force Majeure. If a force majeure event affects Subcontractor's performance, the Subcontractor shall furnish prompt notice to SMU along with updated reports regarding the effect of any such event. SMU will grant Subcontractor such time extensions as it may determine to be reasonable under the circumstances, subject to any limitations imposed on SMU by Customer.

## SECTION 31 - PUBLICITY

31.1 No Release of Information by Subcontractor. No information relative to this Agreement or the Work or Services provided for herein shall be released by Subcontractor for any

purpose without the prior written approval of the President or Vice President of SMU, unless such disclosure is required by law or court order.

- 31.2 No Use of SMU Name or Images. Nothing contained herein allows Subcontractor to use the name "SMU" or "Southern Methodist University", or any of its logos or images, except for the purposes set forth in this Agreement, unless prior written permission of the President or the Vice President for Development and External Affairs or their respective designees is obtained. Subcontractor shall take no action that states or implies or allows another to infer that SMU has approved or endorsed Subcontractor's Work or Services.

## SECTION 32 - NON-WAIVER OF RIGHTS

- 32.1 No Waiver. No delay or omission by either Party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion. Neither SMU's review, approval or acceptance of, nor payment for, any of the Work or Services and/or products provided by this Agreement shall be construed to operate as a waiver of any rights or of any course of action available under the terms of this Agreement.

## SECTION 33 – ASSIGNMENT

- 33.1 No Assignment by Subcontractor. This Agreement and the Subcontractor's rights and obligations shall not be assignable, in whole or in part, by the Subcontractor without the prior written consent of SMU which consent may be withheld in the sole and absolute discretion of SMU. Any assignment without SMU's consent is void.
- 33.2 Approved Consent. This consent requirement shall not apply in the event Subcontractor changes its corporate name or merges with another corporation; in such events, Subcontractor is requested to notify SMU reasonably in advance of their occurrence.

## SECTION 34 – INTERPRETATION / ORDER OF PRECEDENCE

- 34.1 Mutual Preparation. The terms of this Agreement shall be deemed to have been drafted by both Parties.
- 34.2 Inconsistency or Conflict. In the event of inconsistency or conflict among the provisions of this Agreement, the inconsistency shall be resolved by giving precedence, in the following order, to:
- a) The body of this Agreement
  - b) Appendices to this Agreement, whether incorporated by reference or not
- 34.3 Section Headings. Section headings of this Agreement are for reference and convenience and shall not be utilized in the interpretation of this Agreement. The Recitals form the basis for this Agreement and are true and correct.

## SECTION 35 – SEVERABILITY

- 35.1 Validity if Provision Unenforceable. If any part, term or provision for this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the offending provision shall be deleted such that the validity of the remaining portions of provisions shall not be affected thereby.

## SECTION 36 – DESIGNATED REPRESENTATIVE NOTICES

- 36.1 Designated Representatives. The Designated Representative for SMU under this Agreement shall be Chris C. Regis. The Designated Representative of Subcontractor under this Agreement shall be **Laura M. Hagan**. The Designated Representatives of SMU and Subcontractor shall be the only personnel who can bind the party.
- 36.2 Notices. Any notice required or to be given under this Agreement shall be deemed made upon receipt if in writing sent by certified mail or electronic mail to the following:

(a) Notices to SMU should be sent to:  
Southern Methodist University  
Attn: Chris C. Regis  
Address P.O. Box 750505  
Dallas, Texas 75275-0505  
Email: cregis@mail.smu.edu

(b) Notices to the Subcontractor should be sent to:  
[enter vendor information]

## SECTION 37 - ENTIRETY OF AGREEMENT

- 37.1 No Oral Understandings. This Agreement constitutes the entire understanding and agreement between the Parties, and supersedes and replaces all prior or contemporaneous understandings and agreements, written and oral, between the Parties, regarding the matters covered herein.
- 37.2 Amendments. This Agreement may be amended only by a written instrument executed by a duly authorized representative of each of the Parties.

## SECTION 38 – APPLICABLE LAW

- 38.1 Texas Law Applies to Agreement. This Agreement is governed by and will be interpreted and construed in accordance with the Laws of the State of Texas, excluding its conflicts of law principles. Any action brought by a Party to this Agreement shall be brought in the United States District Court for the Northern District of Texas, and venue shall lie in Dallas County, Texas.

SECTION 39 – COUNTERPARTS

39.1 Counterparts are Originals. This Agreement may be executed in multiple counterparts, each of which shall be considered an original for all purposes and all of which, when taken together, shall be considered one agreement binding on the Parties, notwithstanding that both are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have caused this Agreement to be executed:

SMU

Subcontractor

Southern Methodist University,  
a Texas nonprofit corporation

By:

By:

Name: R. Gerald Turner

Name:

Title: President

Title:

Date:

Date:

**Schedule 11.1**

**Southern Methodist University  
Office of Risk Management  
Insurance Requirements of the Agreement  
(Third Party Doing Business with SMU) as of 2/15/22**

A valid Certificate of Insurance, along with copies of policy provisions and the required endorsements, must be provided to SMU's Office of Risk Management by any person or entity who is (i) providing goods or services to or for SMU, (ii) using SMU property for events, programs or other purposes or (iii) otherwise doing business with SMU (each a "Contractor"). Insurance must be in place prior to commencement or provision of goods or services or the use of property or other business engagement and must be maintained throughout the term of the contract or other agreement or engagement between SMU and the Contractor (the "Contract"), and thereafter. Contractor, at its sole cost and expense including payment of any premiums, deductibles, and/or self-insured retentions, will provide the insurance required pursuant to this **Exhibit A** sufficient to insure all of the Contractor's duties and responsibilities under the Contract, as required below:

1. These requirements apply to Contractor, and to Contractor's sub-subcontractors, consultants, suppliers and others fulfilling Contractor's obligations under the Contract, whether individuals or entities and including international providers (collectively, "Subcontractors"). Contractor must require all Subcontractors to comply with the insurance requirements applicable to Contractor.
2. The Contractor must be licensed or otherwise authorized to do business in the State of Texas.
3. Insurance must be issued by insurance companies with not less than an AM Best A-III rating.
4. Contractor and its insurers must waive subrogation against SMU, its trustees, officers, employees, students, volunteers and agents for claims or any other loss arising out of Contractor's negligence, willful misconduct, or omission.
5. Contractor will provide coverage for broad-form indemnification if such indemnification is required by the Contract.
6. Contractor will maintain all insurance required by this **Exhibit A** throughout the term of the Contract. For any "claims-made" coverage, such as insurance for any professional liability or directors and officers coverage, each policy must have a retroactive date prior to the date of project or Contract commencement which must be stated on the certificate of insurance and must be maintained by the Contractor until completion of the project and for at least three years thereafter either through policies in force or through "tail coverage."
7. Additional insured status will be written as noted for commercial general liability, automobile liability and excess liability or as noted on the P.2 of this form using ISO additional insured endorsements for ongoing and completed operations. For purposes of this additional insured requirement, "equivalent coverage" means coverage for liability caused by Contractor's actions and omissions in connection with the Contract, including coverage for the negligence or fault of Contractor and/or SMU or other parties indemnified under the Contract as to third-party bodily injury or death, of an employee or agent of the Contractor or of Subcontractors, including products-completed operations.
8. If any of Contractor's employees will at any time be working under the direction or control of SMU, then SMU must be named as alternate employer on the Workers' Compensation/Employer's Liability insurance and a copy of such endorsement will be attached to Contractor's certificate of insurance.
9. Contractor agrees to allow SMU to review all applicable insurance policies upon request.
10. Contractor is responsible for maintaining its own insurance coverage on its personal property. Contractor and its insurer will provide at least 30 days' prior written notice to SMU of cancellation, changes in coverage which no longer satisfy these requirements, or nonrenewal of any policy.

**The Certificate of Insurance must be completed using the following Description and Certificate Holder language, and will be acceptable to SMU:**

1. **DESCRIPTION:** SMU must be included as additional insured unless noted otherwise on the attached form and must include the following language:

***Southern Methodist University, its trustees, officers, employees, students, volunteers and agents are included as additional insureds (as the interest of each insured may appear) as to all insurance coverage required.***

2. **CERTIFICATE HOLDER:** listed as follows and address to send Certificate of Insurance to:

*Southern Methodist University  
Office of Risk Management  
P.O. Box 750231  
Dallas, Texas 75275-0231 [by courier: 3050 Dyer Ct., Dallas, TX 75205]  
riskmanagement@smu.edu*

3. **CONTACT FOR QUESTIONS:** Associate Director, Risk Operations  
Your prompt attention in this matter is greatly appreciated. If you have any questions, **please contact (214) 768-2486 or riskmanagement@smu.edu; Fax: (214) 768-4138**

**DRAFT**

**SOUTHERN METHODIST UNIVERSITY**  
**Standard Minimum Limits of Liability and Certificate of Insurance Requirements**

The following Standard Limits are the minimum requirements for all Contractors. There are specific requirements that supersede the Standard Minimum Limits for Contractors providing high-risk services or for other high-risk projects and events. Please consult with the Office of Risk Management.

**All Coverages and Minimum Limits of Liability listed below are required.**

Line of Coverage	Description of Coverage and minimum Limits of Liability	SMU Included as Additional Insured Required
<b>General Liability</b> CG 00 01	<b>Premises Liability \$1,000,000 per occurrence</b> Personal Injury \$1,000,000 Products Liability \$1,000,000 Medical Payments \$10,000 Sexual Molestation/Assault \$50,000 General Aggregate \$2,000,000	Yes
<b>Automobile Liability</b> CG 00 01 CA 00 05, ..12, ..20	<b>Combined Single Limit \$1,000,000 (any auto)</b>	Yes
<b>Workers' Compensation</b>	<b>Injury/Illness Statutorily required limits</b> Employer's Liability \$1,000,000	N/A
<b>Excess Liability (GL)</b>	Over General Liability, auto, employer's liability (WC) \$5,000,000	Yes
<b>Professional Liability</b>	<b>Architects &amp; Engineers \$1,000,000 per claim/occurrence</b> Lawyer's Malpractice \$1,000,000 per claim/ occurrence Medical Malpractice \$1,000,000 per claim/occurrence Technology Errors & Omissions \$1,000,000 per claim/occurrence Media Errors & Omissions \$1,000,000 per claim/occurrence <b>Research Liability \$1,000,000 per claim/occurrence</b>	Yes
<b>Cyber Liability</b>	Breach, Privacy, Virus, Security \$1,000,000 per claim/occurrence \$2,000,000 aggregate	Yes
<b>Crime/Fidelity</b>	Embezzlement, Fraud, Theft \$1,000,000 per occurrence <b>\$2,000,000 aggregate</b>	Yes