

# Contracting Emergency Recovery Services for Archival Records Example of Request for Quotation, including Performance Work Statement for Blanket Purchase Agreement

The following information is provided to assist in planning for, and development of, contracting for the emergency recovery of damaged archival records in Federal agencies.

**Section 1: Performance Work Statement** – Describes tasks that may be required and performance standards related to handling archival records.

- 1.0 Background
- 2.0 Services for Records – Terms and Conditions
- 3.0 Services for Records Storage Area
- 4.0 Compliance with Health and Safety Regulations
- 5.0 Tasks to be Assigned for Records Recovery (see next page for List of Tasks)
- 6.0 Place of Performance
- 7.0 Data Rights

**Section 2: Quotation Submission Instructions**

**Section 3: Evaluation Factors**

**Section 4: Contract Administration**

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**Appendix A: Relevant Past Performance Questionnaire**

**Appendix B: Schedule of Prices**

**Appendix C: Terms and Conditions for Contractor Personnel**  
Includes: Certificate of Confidentiality and Non-Disclosure

**Appendix D: Additional Information on Handling Damaged Records**  
(Provide link to Salvage at a Glance)

## List of Tasks in Performance Work Statement

- Task 1 - Facility Stabilization for Preservation of Records
- Task 2 - Re-housing Records into New Containers
- Task 3 - Transporting Damaged Records
- Task 4 - Retrieval and Packing of Water-Damaged Paper-based Records
- Task 5 - Recovery of Bound Volumes (not already stored in boxes)
- Task 6 - Oversized Records (e.g. Maps/Cartographic Materials)
- Task 7 - Freezing Water-Damaged Records
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- Task 9 - Desiccant or Air-Drying Records
- Task 10 - Sanitization and/or Decontamination of Records
- Task 11 - Cleaning of Records
- Task 12 - Recovery of Flat Photographic Print Records (a variety of supports)
- Task 13 - Recovery of Microfilm Rolls
- Task 14 - Recovery of Motion Picture Film
- Task 15 - Recovery of magnetic media (audiotape, videotape, etc.)
- Task 16 - Recovery of phonographic discs
- Task 17 - Recovery of Data (Electronic Records, Computer Data and Hard Drive, etc.)
- Task 18 - Recovery of digital recordings (CD, DVD, Optical Disc, etc.)
- Task 19 - Recovery of Playback Equipment for Sound, Moving Images, etc.
- Task 20 - Recovery of Artifacts/Objects (including any records containing parchment)
- Task 21 - Reformatting of Records after Recovery
- Task 22 - Reformatting of Records after Recovery – Paper-based
- Task 23 - Reformatting of Records after Recovery – Film-based and Dynamic Media
- Task 24 - Reformatting of Microfilm Records
- Task 25 - Reformatting of Motion Picture Film
- Task 26 - Reformatting of Magnetic Motion Picture Tracks
- Task 27 - Reformatting of Audio Recording
- Task 28 - Reformatting of Video Recordings
- Task 29 - Conservation Expertise for Assessment and Advice During Recovery<sup>1</sup>

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<sup>1</sup> If the Agency does not have in-house preservation or conservation expertise, it may be necessary to request sub-contracting of this expertise as a part of the contract. Independent advice should also be considered. Links can be found at [archives.gov](http://archives.gov)

## **SECTION 1 – PERFORMANCE WORK STATEMENT for (AGENCY NAME)**

### **1.0 BACKGROUND**

(Agency name) is responsible for preserving unique and irreplaceable records. The description of record types to be recovered includes: paper-based records such as manuscripts, documents, correspondence, memoranda, maps, drawings, print materials, photographic prints; and photographic film-based records, such as microfilm and motion picture films; as well as dynamic media, including audio and video magnetic tape, sound recordings on phonographic discs; and electronic/digital records, such as computer files on/in various media and formats; playback equipment for dynamic media; and artifacts of a wide-variety of materials. These record types may be stored in a variety of boxes, containers, enclosures ( housings) and storage furniture, including stacks up to (HEIGHT OF SHELVING) feet high as well as map files, museum cabinets, and roller drawers associated with fixed or mobile shelving.

(Agency name) is procuring emergency response and recovery services in the event that records/holdings and/or facilities are damaged by water, fire, and Acts of God or become contaminated by water, mold, insects, radiation, or other waste; alone or in combination. Response time is a critical factor in limiting loss. The response must start within (specify time) and continue until the requirements have been met at any of (Agency name) buildings/site. (List locations of buildings/sites).

### **2.0 SERVICES FOR RECORDS – Terms and Conditions**

The Contractor must perform response and recovery services for records, folders, containers, or boxes of records/holdings, equipment, and/or facilities on an as-needed basis. The Contractor must provide practical, efficient, and safe options for the retrieval and rehabilitation of the records/holdings while minimizing damage to the records.

All services and associated techniques & materials are to be approved by the (Agency name). The Contractor must return the records/holdings to the (Agency name) fully dried and in original order. Records must be returned dried and/or cleaned and/or copied according to (Agency name) specifications in containers that meet (Agency name) specifications within the time frame agreed upon at the time of Task Order preparation.

Possible actions to recover records include, but are not limited to: accessing/retrieving, packing, freezing, including freezing in trucks, transporting to another facility for vacuum freeze-drying; vacuum freeze-drying, desiccant or air-drying either in place or at the Contractor's facility; surface cleaning of records and/or facility, sanitization, dehumidification, reformatting, and/or other actions necessary for complete recovery of records.

The Contractor must respond to an emergency call within (specify time) hours (NARA uses a 4 hour timeframe) of being contacted by (Agency name). The Contractor must be on-site within (SPECIFY TIME) hours (NARA uses a 24 hour timeframe) of the site being declared accessible.

The Contractor will consult with any and all appropriate (Agency name) representatives, as designated by the Contracting Officer (CO). A Contracting Officer's Representative (COR) will be designated by (Agency name). The Contractor will work with the CO/COR<sup>2</sup> in designing a plan for salvage and preparing the Task Order for the incident. The plan will include a description of all services to be provided, a cost estimate for each and all services, an indication of how each cost is calculated, a timeframe for completion of the work, and anticipated outcome(s). The timeframe for the work must be dependent upon services provided, and (Agency name) need, and will be agreed upon by the CO/COR and the Contractor.

If records are identified during the course of other tasks that fall outside the description in the Task Order, the Contractor must notify the CO/COR before continuing with recovery tasks. (Note: It should be stated clearly in the Task Order the responsibilities of the CO and the COR in each incident. For questions that relate to the records, the COR will be consulted, but the CO should be involved in all resolutions to ensure that the contract terms are followed.)

The Contractor may be required to employ professional conservators to assist in developing a salvage and recovery plan and oversee completion of the work. Photographic documentation of some recovery procedures may be required. All response and recovery services must be completed in coordination with the CO/COR. (Agency name) reserves the right to use (Agency name) staff for tasks related to the response and recovery as defined in the Task Order.

The Contractor must provide systematic procedures for the removal of records/holdings, if required. The Contractor must ensure that all records/holdings are maintained in correct order of records/holdings as found, identified, and inventoried. The Contractor must work with (Agency name) representatives to provide appropriate levels of identification, control, and handling before records/holdings are removed from a facility. The Contractor will retain with the original records all accompanying documentation and will retain labels and/or identifying information from original containers/boxes/enclosures. Records may not be removed from the containers or re-boxed without advance discussion and documented permission from the CO/COR.

The Contractor will provide the same quality of service regardless of quantity of records or degree of damage or wetness. During recovery, the Contractor must provide constant monitoring of environmental conditions. Temperature ranges will be specified by the COR depending on the materials involved.

The Contractor must ensure that all records are completely dry and in equilibrium with conditioned spaces. To assure appropriate degree of dryness, paper-based holdings must have

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<sup>2</sup> The CO/COR refers to the two Agency roles in the Emergency Recovery of Records. The CO will be responsible for all decisions related to the contract and funding and should designate an Agency representative knowledgeable about the records to act as COR to make the decisions and provide guidance related to the archival and preservation functions and responsibilities for the recovery of the records. Best practice would be to designate a COR who is knowledgeable about recovery of the records affected and with knowledge of the archival records and archival practice. If the Agency does not have a Preservation/Conservation Program, this expertise should be sought independently for the assessment or could be added to the Contract.

moisture content in the single digits (preferably 5-8%) when measured using a standard moisture meter (such as a Delmhorst™ P-2000 with long blades) both after the drying cycle and upon return to (Agency name). The degree of dryness, if appropriate, for other materials will be specified at the time of Task Order issuance.

If records/holdings become unusable at any point during the recovery (e.g. blocking/sticking together), the Contractor must notify the CO/COR and work with the COR to develop options for increasing the usability of the records. Reformatting may be specified by the COR as a separate Deliverable when required for damaged materials.

The Contractor must return the records/holdings to (Agency name) in original order, in appropriate folders, boxes or other housing as specified by the COR, with original accompanying, identifying materials and in usable condition as determined in the Task Order. All records returned to (Agency name) must be returned in a manner that ensures safe arrival at (Agency name).<sup>3</sup>

If (Agency name) determines that records/holdings have moisture content higher than specified in the Task Order, (Agency name) will return them at the Contractor's expense (including shipping) for further drying.

### **3.0 SERVICES FOR RECORDS STORAGE AREA**

The Contractor must have the capacity to dehumidify and remove water and/or mold from the building, furniture, or equipment and stabilize the facility and records/holdings, if necessary for the safe removal of the records. Stabilization of the facility includes providing for air circulation and dehumidification to prevent the spread of damage to the records related to high humidity.

Stabilization of the facility will be coordinated with Security and Facilities Offices at (Agency name) and will be carried out according to specifications related to security, restricted access, and safety of records. When necessary, the Contractor will be responsible for cleaning and/or stabilizing a portion of, or the entire facility.

During stabilization the Contractor must provide constant monitoring of environmental conditions within rooms or areas where records/holdings are present. Temperature ranges will be specified, or approved by the COR, depending on the materials involved.

The Contractor may be responsible for discarding non-record/holding debris from the work-site, if this option is specified in the Task Order. The Contractor will be responsible for ensuring that all debris is appropriately discarded based upon instructions from the CO/COR.

### **4.0 COMPLIANCE WITH HEALTH & SAFETY REGULATIONS**

The Contractor is responsible for the training and medical surveillance of Contractor staff to ensure compliance with applicable OSHA health and safety guidelines and regulations. Contractor must provide for Contractor's employees all of the equipment, apparel, and associated materials for health and safety purposes. The Contractor will notify the CO/COR

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<sup>3</sup> Large volumes of records typically return on pallets secured with stretch-wrapping.

if any conditions occur during the salvage and recovery efforts that affect the health and safety of (Agency name) representatives.

## **5.0 TASKS TO BE ASSIGNED for Records Recovery**

### **5.1 Task 1 - Facility Stabilization for Preservation of Records**

The Contractor must provide dehumidification, air circulation and cooling. Upon request, the Contractor may be asked to outline methods and materials to be used for deodorization, sanitization and smoke neutralization. All services will require prior approval by the CO/COR. The Contractor may be required to provide the removal of mold, dirt, soot, insects and/or sewage on the building, furniture, or equipment, structural cleaning and/or drying of the building. The Contractor must remove from the premises carpets, wallboards, and other damaged building materials. The Contractor may procure these services via a sub-contractor who meets all (Agency name) requirements and qualifications. The Contractor must coordinate with the CO/COR and (Agency name) representatives to develop a plan to salvage or treat the facility and/or its environment. Proprietary products and cleaning materials used in records/holdings areas must be approved by CO/COR of (Agency name). The Contractor will be required to provide Material Safety Data Sheet (MSDS) information, samples of products and/or other information as requested by the CO/COR.

### **5.2 Task 2 - Re-housing Records into New Containers**

Wet, frozen or dry records may be transferred to a new, dry box if approved by (Agency name). If there is significant damage to the original container, the Contractor must provide (Agency name) with a proposed procedure to transfer records to new containers maintaining original order. The new containers must meet (Agency name) specifications. The Contractor will be required to provide folders, boxes and containers approved by (Agency name). Temporary records and accessioned archival records may have different requirements; if so, this will be specified by (Agency name).

Replacement boxes for both temporary and permanently accessioned records must be new records storage containers that meet or exceed (Agency name) specifications for the size and type of records being stored. Boxes must be no taller than (specify height) inches to ensure their fit on (Agency name) storage shelves. Measurements for a standard replacement box are (specify dimensions).

The Contractor must retain all original documentation and accompanying materials and any label or information written directly on the container. The original should be placed inside the new container, where possible. The CO/COR will provide guidance for transfer of original label and/or identifying information to the new container. Text, type and placement of the labels are to be approved by the CO/COR in advance of application. If unable to remove original labeling from the container, a photocopy may be approved by CO/COR. The Contractor must not place any labels on (Agency name) records, boxes or containers without explicit approval of the CO/COR. The CO/COR may request that the Contractor attach a label in a specified location to each treated container to indicate recovery action taken.

**Note:** NARA specifications for 1.2 cubic foot corrugated fiberboard boxes require hand holds, locking bottoms, lapped joints secured by wire stitching, four folding flaps at top of

box, and that they be capable of storing up to 95 pounds. NARA specifications for acid-free, metal-edged, archival document boxes can be found at <http://www.archives.gov/preservation/technical/nara-housing-specs.pdf>.)

### **5.3 Task 3 - Transporting Damaged Records**

The Contractor must provide transportation that meets all (Agency name) requirements for transporting damaged records removed from the facility. The Contractor must ensure that records are not tampered with during transport. Transportation must comply with all local, state and federal rules and regulations. The Contractor must provide documentation including a signed manifest documenting all materials leaving (Agency name) facility. The contents of each shipping container will be listed on a manifest. The method of shipping must ensure that safety and security is maintained. The Contractor must provide prompt notification upon receipt of shipment and inventory tracking while in the Contractor's facility.

The Contractor must transport shipments by road; rail transport is not permissible. Transportation will be point-to-point with no overnight stays or layovers. A second driver will be required so that the records are continuously accompanied throughout transit. One driver is to remain with the records at all times. Climate-controlled trucks may be required to move records/holdings, with conditions specified by (Agency name) in the Task Order. Trucks with the capacity for freezing records during transport are preferred unless freezing is not specified.

Trucks should be air-ride rigid-side trailers (no soft-sided trucks). Trucks must be clean of mold, foodstuffs, chemicals, stains from previous use and hazardous materials. Trucks must not leak and there must be no possibility that water can get inside the truck. Trucks must be dedicated to (Agency name) shipment only. The CO/COR may require staff to be present during loading or unloading of boxes.

Records must be physically secured to the truck interior to ensure that the boxes and pallets do not shift during transit. Pallets loaded with records may not be left unattended, except in (Agency name) approved secure area. Pallets loaded with records may not be left outdoors, or on a loading dock, or be exposed to rain, heat, or other deleterious elements. Boxes or other records containers must be stacked for optimum stability as specified by CO/COR, no higher than specified by the CO/COR onto pallets and secured with stretch wrap or similar material. The CO/COR may specify need for corner supports and/or inter-layers of corrugated board between each level of boxes. In cases in which materials must be packed and shipped by a third party carrier, the Contractor is to provide (Agency name) specifications for appropriate packing, environmental transport conditions and security requirements. The CO/COR and (Agency name) representatives will need to review and approve the specifications.

### **5.4 Task 4 - Retrieval and Packing of Water-Damaged Paper-based Records**

All records must be kept within original boxes or enclosures, unless the CO/COR approves transfer to new boxes or enclosures (e.g. removal of shrink-wrapping from bound volumes, polyester enclosures on maps, etc.). Records must be retained in the same order as received and must not be commingled with any other records at any time. The Contractor must not

open boxes unless approval is received from the CO/COR. The Contractor must keep discrete groups of records separate. The Contractor must prepare a list of the contents on each pallet.

If the original box is significantly damaged and unable to safely contain/support the records, the CO/COR may approve re-boxing records. The Contractor must ensure that the boxes can hold the appropriate weights of wet materials and boxes are not packed too heavily and can be easily moved. (Agency) labeling requirements will apply.

The Contractor may be required to provide rolling carts or similar wheeled conveyances to transport materials within the facility. Carts and/or conveyances must be clean of foodstuffs, chemicals, oil or grease, mold or other hazardous materials.

Boxes or other records containers must be stacked for optimum stability, no higher than specified by the CO/COR, onto pallets and secured with stretch wrap or similar materials. The CO/COR may specify need for corner supports and/or inter-layers of corrugated board between each level of boxes. The Contractor may be required to provide pallets. Pallets must be in good condition; e.g. structurally sound, clean and dry with no evidence of mold, oil/grease, previous stains or insect infestation. The Contractor may be required to provide fork lifts or similar vehicles to transport pallets loaded with records within the facility directly into the trucks.

#### **5.5 Task 5 - Recovery of Bound Volumes (not already stored in boxes)**

Volumes not already boxed must be packed for transport. Individual volumes must be wrapped in freezer paper prior to boxing to keep individual books from sticking to one another.

If distorted, books may be gently re-shaped while wrapping and packing. If packing in boxes, pack volumes spine down or flat into boxes. Avoid packing very small volumes next to large volumes. If deemed necessary, volumes that have been shrink-wrapped may have shrink-wrap plastic removed to expedite drying. Volumes to be transported that are too large for boxing in standard 1.2 cubic foot boxes may be stacked flat on pallets, supported by thick cardboard sheets inserted between layers. (Agency name) personnel will determine how many books may be stacked on top of each other within each layer, depending on the weight, size, and condition of the binding. The goal is to minimize distortion and ensure that the weight does not damage the bindings while the bindings are wet. All identifying information for the volumes must be retained.

#### **5.6 Task 6 - Oversized Records (e.g. Maps/Cartographic Materials)**

Flat oversized paper-based or photographic print materials housed in flat file drawers must be supported for transport and treatment. Flat oversized materials may be left in the drawer to transport for freezing and/or vacuum freeze-drying. Excess standing water must be removed from the drawers prior to transport. A top cover must be used to protect the contents of the drawers if materials are transported inside the drawers; cardboard wrapped in polyethylene sheeting may be used. Rolled oversized materials must be supported to keep the rolls from bending. Slings made of polyethylene between wooden rods must be used to transport rolled



items. Do not stack the rolled records or apply pressure to the roll. All identifying information must be maintained.

### **5.7 Task 7 - Freezing Water-Damaged Records**

Records may be frozen in transit or at the Contractor's facility. When records are to be frozen, the Contractor must provide assurance to the CO/COR that the records in the interior of the pallet have been frozen within the specified timeframe. Documentation of temperature in the interior is sufficient. The temperature of the freezing facility must be monitored and documented. Cycling of the temperature within the freezing facility is unacceptable. The CO/COR may require that records/holdings not share drying chamber space with materials belonging to any other Agency.

### **5.8 Task 8 - Vacuum Freeze-Drying Water-Damaged Records**

The Contractor must dry the records using a 24-hour computer-monitored vacuum freeze-drying process to return the moisture content of water-damaged records/holdings to single digits (5-8% preferred). During vacuum freeze-drying, records will be frozen to a temperature of at least -25° F. The Contractor must provide data to (Agency name) documenting the conditions to which records have been exposed, and the duration of these conditions. At no time may the drying chamber exceed 120° F. The CO/COR may require that records/holdings may not share drying chamber space with materials belonging to any other Agency.

### **5.9 Task 9 - Desiccant or Air-Drying Records**

Desiccant drying may be ordered by the CO/COR for drying out the facility, furnishings, or selected records/holdings (e.g. photographic records). If air- or desiccant-drying is determined by the CO/COR to be the necessary method for drying the records, the Contractor must give careful attention to maintaining the original order. Plastic enclosures (such as polyester sleeves) that impede drying must be removed from all materials with the approval of the CO/COR. Coated paper and photographic materials may be interleaved during the drying process if records are in contact with other records. Appropriate conditions and safeguards as determined by the CO/COR must be in place to eliminate the possibility of mold growth during the drying process.

### **5.10 Task 10 - Sanitization and/or Decontamination of Records**

If biological residues exist that are potentially harmful to users who are present, the Contractor must outline methods and materials for sanitization. With CO/COR approval and/or inspection, the Contractor must sanitize the damaged records using the methodology and technology approved by the CO/COR. If chemical or radiological residues potentially harmful to users are present, the Contractor must outline the methods and materials for decontamination. With CO/COR approval and/or inspection, the Contractor must decontaminate the damaged records using the methodology and technology approved by the CO/COR. The CO/COR may request that records/holdings be placed in (Agency name)-

specified containers/boxes, sealed with tape, and the method of sanitization or decontamination identified on the container exterior.

### **5.11 Task 11 - Cleaning of Records**

Conditions that require records/holdings recovery services may include the presence of semi-solid materials, including grease, oils, patches of mold or fungus, semi-solid deposits, and other liquids that can permanently stain records. The Contractor must outline the methods and materials for hand-cleaning individual records/holdings when necessary due to the presence of one or more of the following types of debris: mold, insect or animal waste, soot or other particulates. The CO/COR must approve, in advance, any proposed techniques and materials for removal of these residues.

Standards for cleaning will be specified at the time of Task Order issuance depending on the nature of the records/holdings damaged and requirements for use. The Contractor must hand-clean damaged records using the methodology and technology approved by the CO/COR. The CO/COR may observe/approve techniques and treatment results.

The Contractor may be required to use (Agency name)-approved equipment to perform recovery of damaged records/holdings. The Contractor must use variable-speed vacuums with attachments and HEPA-filtration, used by trained operators, to clean damaged and delicate records. Cleaned records must be transferred to an (Agency name)-approved container/box following guidelines outlined by the CO/COR. The CO/COR may specify replacement of filing materials such as folders, dividers, and spacer boards when filing accessories are too damaged to clean.

### **5.12 Task 12 - Recovery of Flat Photographic Records (printed on paper, film and/or other supports e.g. metal, glass, etc.)**

Photographic flat print and film records will be handled as paper-based records, unless a separate task description is prepared by the CO/COR based on identification of particular types of vulnerable photographic media or supports. The Contractor may not apply pressure to wet or damp photographic materials and the Contractor will be required to ensure that photographic records are not sticking together. Noticeably deteriorated nitrate and acetate film is to be kept cold and segregated for examination and consultation with the CO/COR.

At no time will the Contractor use heat for drying photographic records without prior CO/COR approval and the explicit knowledge and consent of the CO/COR. If the quantity of photographic records dictates that materials be frozen, cycling of freezing and thawing is not allowed for photographic records.

The Contractor will remove photographs from the housing/folder/sleeve if approved by the CO/COR. The Contractor must retain all identifying or associated information using a system to correctly return identifying information after drying. The Contractor will follow guidelines for enclosure replacement in consultation with the CO/COR. If photographic items on non-paper or film supports are broken, the Contractor will keep the photographs flat, retain orientation of all parts, and repackage in accordance with CO/COR instructions.

### **5.13 Task 13 - Recovery of Microfilm Rolls**

The Contractor must provide the CO/COR with a description of procedures and equipment to be used for recovery of microfilm rolls. The Contractor will recover microfilm rolls using appropriate industry methods and written procedures approved by the CO/COR.

### **5.14 Task 14 - Recovery of Motion Picture Film**

The Contractor must provide (Agency name) with a description of procedures and equipment to be used for recovery of motion picture film. The Contractor will recover motion picture film using appropriate industry methods and written procedures approved by the CO/COR. The Contractor must return all motion picture reels in original cans. The Contractor must preserve all accompanying documentation with the original cans. The Contractor will place wet motion picture reels in plastic bags and in the original cans for freezing if rewashing is not possible within 48 hours.

## **RECOVERY OF DYNAMIC MEDIA RECORDS – (Task 5.15 to Task 5.16)**

**The following Terms and Conditions apply for all dynamic media records:**

The Contractor must provide the CO/COR with a description of the procedures and equipment to be used for recovery of dynamic media. Dynamic media is to be recovered using appropriate industry methods and written procedures approved by the CO/COR. Recovered data must be transferred if necessary to (Agency name) specified format. The Contractor must preserve all accompanying documentation. Recovered data are to be labeled clearly on individual containers indicating its source. The Contractor must provide documentation of each source of data, indicating whether data could be read and recovered and all steps of the recovery. The CO/COR may direct that records/holdings be placed in (Agency name)- specified containers/boxes.

### **5.15 Task 15 - Recovery of magnetic media (audiotape, videotape, etc.)**

All requirements listed above under Recovery of Dynamic Media Records above must be applied. The Contractor must not knowingly freeze magnetic media/tape or vacuum freeze-dry magnetic media/tape with heat. The Contractor may air-dry or vacuum freeze-dry magnetic media/tapes without heat. The CO/COR may direct the Contractor to pack wet tapes in individual plastic bags without changing the tape's physical orientation to maintain initial wetness and decrease the risk of seepage through undamaged pack areas. The CO/COR may direct the Contractor to remove the tape cassette, if tapes in cassettes have become wet and the water cannot be removed through normal drying. The Contractor will remove and replace cassettes using methodology approved by the CO/COR and using (Agency name)-specified cassettes.

### **5.16 Task 16 - Recovery of phonographic discs**

All requirements listed under Recovery of Dynamic Media Records above must be applied. The Contractor must never freeze, vacuum freeze-dry, or expose phonographic discs to heat. The Contractor must support the discs fully during drying to ensure they remain flat. The Contractor must not use materials or techniques that may scratch the playing surface of the phonographic discs. The Contractor must remove discs from their sleeves and jackets and preserve all accompanying identification through a system that correctly returns sleeves and jackets to their discs.

## **RECOVERY OF ELECTRONIC RECORDS (Task 5.17-Task 5.18)**

**The following Terms and Conditions apply for all electronic records:**

Electronic records data are to be recovered using appropriate industry methods and procedures. The Contractor must describe procedures for recovering and copying electronic data. The Contractor must transfer the recovered data to the CO/COR in the Agency-specified format. The Contractor must provide the CO/COR with a description of security procedures and equipment. The Contractor must label the recovered data clearly on individual housing indicating source. The Contractor must document and certify the custody of all records from receipt to destruction.

### **5.17 Task 17 - Recovery of Data (Electronic Records, Computer Data and Hard Drive, etc.)**

All requirements listed under Recovery of Electronic Records above must be applied. Following CO/COR review and written approval of recovered data, the Contractor must destroy all copies of recovered data in the Contractor's possession in such a manner that no data can be reconstructed and provide certification to this effect. The CO/COR will specify and approve destruction and/or eradication techniques and methodology. If requested, the Contractor must destroy original hard drives and submit appropriate certification to the CO/COR.

### **5.18 Task 18 - Recovery of digital recordings (CD, DVD, Optical Disc, etc.)**

All requirements listed under Recovery of Electronic Records above must be applied. The Contractor must not freeze, vacuum freeze-dry, or expose digital recordings on discs to heat. The Contractor must support the discs fully during drying to ensure they remain flat. The Contractor must not use materials or techniques that scratch the playing surface of the discs. The Contractor must remove the discs from their sleeves and jackets and preserve all accompanying identification and documentation.

### **5.19 Task 19 - Recovery of Playback Equipment for Sound, Moving Images, etc.**

The Contractor must provide the CO/COR with a description of procedures and equipment to be used for recovery of playback equipment for sound, moving images, etc. The Contractor must recover all equipment using appropriate industry methods and written procedures approved by the CO/COR. If necessary to transport, the Contractor will pack the damaged equipment in suitable packing material to minimize damage in transit. The Contractor must prepare a detailed shipping manifest which will identify each piece of equipment by serial number and/or other identifying information prior to shipping.

## **5.20 Task 20 - Recovery of Artifacts/Objects (including any records containing parchment)**

The Contractor must consult with the CO/COR before recovering artifacts. The CO/COR will direct the Contractor in procedures for wet cleaning and air-drying. The Contractor will ensure that artifacts remain at the same level of wetness as found until appropriate procedures have been determined and can be followed; many artifacts require controlled drying. The Contractor must avoid moving or applying pressure to wet or damp artifacts; wet artifacts must not come into contact with any other materials until the CO/COR provides direction. The CO/COR will determine the stability of artifacts before handling and transport; the Contractor must avoid, to the extent possible, shocks and jolts during handling and transport. At no time will the Contractor subject artifacts to freezing or thermal treatment without consultation and the written consent of the CO/COR. Air-drying is generally recommended, but may require techniques to slow air-drying process.

If artifacts are identified during the course of other tasks, the Contractor must immediately notify the CO/COR before proceeding with recovery.

The Contractor must retain all identifying or associated information with each artifact and provide association tracking (i.e. ability to reunite disparate elements after drying).

The Contractor may be required to provide storage boxes or other containers appropriate to the artifacts and may be required to move and transport large and heavy holdings such as vehicles, sculpture and paintings. If storage boxes or containers are damaged, the Contractor, in consultation with the CO/COR, must develop a plan to transfer the artifacts to dry and clean boxes following guidelines for enclosure replacement.

## **5.21 Task 21 – Reformatting of Records after Recovery**

If necessary to maintain the information or accessibility to records, the CO/COR may request reformatting of records. (Agency name) retains all original format materials. Reformatting techniques and equipment must not cause further damage to recovered records. The Contractor must provide the CO/COR with a description of procedures and equipment to be used for reformatting of records. Records will be reformatted in accordance with relevant international standards and using appropriate industry methods that are suitable for use with permanently valuable records and written procedures approved by the CO/COR.

Recovered and reformatted records must be transferred to (Agency name) on specified media and in format specified. (Agency name) may require that the copy/reformatted record indicate that it is a copy/surrogate. Contractor must label all reformatted/copied records clearly on individual folders, boxes and/or containers indicating source of records

Contractor must provide the CO/COR with a description of security procedures. The Contractor must document and certify the custody of all records from receipt through reformatting and return. Records may only be opened or viewed by the approved Contractor personnel and only as necessary to perform reformatting operations. Contractor must not release records or copies of records to third parties. Contractor must not allow records to be

outside of the Contractors custody and control at any time. Following CO/COR review and written approval of reformatted records, the Contractor must destroy all copies of reformatted data in their possession in such a manner that no data can be reconstructed and provide certification to this effect.

#### **5.22 Task 22 - Reformatting of Records after Recovery – Paper-based**

Contractor may propose, and the COR may accept a scanned copy as an alternative to analog copy techniques. The original records will be retained and returned to the CO/COR unless otherwise specified. All requirements listed under Reformatting Records after Recovery (Task 21) must be applied.

#### **5.23 Task 23 - Reformatting of Records after Recovery – Film-based and Dynamic Media**

Contractor may propose, and the CO/COR may accept a digital copy as an alternative to analog copy techniques. The original records will be retained and returned to the CO/COR unless otherwise specified. All requirements listed under Reformatting Records after Recovery (Task 21) must be applied.

#### **5.24 Task 24 – Reformatting of Microfilm Records**

Microfilm copies will be printed in their original format to preservation standards to ensure that the intellectual content of the original remains intact. The Contractor must provide a list of the equipment that will be used, have had a prior onsite inspection, and provide a detailed account of lab procedures to the CO/COR. The CO/COR will provide oversight and quality-control analysis before acceptance.

#### **5.25 Task 25 – Reformatting of Motion Picture Film**

Contractor will copy motion picture film in the original format (16mm to 16mm, etc.). Contractor will make film copies to preservation standards to ensure the intellectual content of the original remains intact. Contractor must provide a list of the equipment that will be used, and a detailed account of lab procedures to the CO/COR and a prior onsite inspection of the equipment by the Agency CO/COR may be required before work begins.. The CO/COR will provide oversight and quality-control analysis before acceptance.

#### **5.26 Task 26 – Reformatting of Magnetic Motion Picture Tracks**

The Contractor must copy each magnetic track of motion picture films on a 16 mm full-coat magnetic sound recording on polyester base stock containing all sound track material found on the original. This recording will begin no later than at the head sync mark to be found on the original film document and continue to no less than the tail sync mark at the end of the original film. If the head and/or tail sync marks are not found, the Contractor must insert them on the original rolls in accordance with standard film laboratory practice. The Contractor must wind each newly made sound track roll on a 3-inch diameter industry standard core (Kodak Type Z or equivalent) and secure the free end in a CO/COR approved manner.

### **5.27 Task 27 – Reformatting of Audio Recording**

The copy of the audio recording may serve as a replacement preservation copy, so the Contractor must copy each audio recording and create a digital Waveform audio format (WAV) file at a bit-depth of 24, and a sample rate of 96K, onto a gold reflective layer CD-R disc purchased by the Contractor from a recognized major manufacturer or equivalent as approved by the CO/COR.

### **5.28 Task 28 – Reformatting of Video Recordings**

The copy of the video recording may serve as a replacement preservation copy, so the Contractor must copy each video recording and create a first generation Digital Beta-cam on an (Agency name) specified tape stock, purchased new from a recognized major manufacturer. The Contractor must electronically insert an opening slate at the head of each new Digital Beta-cam. The slate must be composed of three lines as follows: *a*) (Agency name) item number (example: 111ADC1234); *b*) The sentence “This replacement copy was made from an archival original” on DATE; *c*) Total running time of the program content written using the industry standard TRT: *hh:mm:ss*. The Contractor’s corporate name or logo must not appear on the slate. The Contractor must record no less than 20 seconds of SMPTE color bars at the head of the recording. The Contractor must use hard plastic library cases that completely enclose the Digital Beta-cam videocassette and meet (Agency name) specifications.

### **5.29 Task 29 - Conservation Expertise for Assessment and Advice During Recovery**

If the Agency does not have in-house preservation or conservation expertise, it may be necessary to request sub-contracting of this expertise as a part of the contract. The Agency will need to determine if this expertise should be contracted independently or be a sub-contract with the Contractor. Independent advice is also available from professional organizations including the American Institute of Conservation and Heritage Preservation. Links can be found at [archives.gov](http://archives.gov)

## **6.0 PLACE OF PERFORMANCE**

Services for the salvage of records/holdings must be performed at the Contractor's site, unless, due to the circumstances of the emergency and/or the status of the records/holdings, other arrangements are made with the CO/COR.

The Contractor may not subcontract for services without expressed consent, review, and approval of the subcontractor by the CO/COR.

## **7.0 DATA RIGHTS**

The (Agency name) has unlimited rights to all deliverables developed by the Contractor under this BPA and retains all data rights to all record material that the Contractor may come in contact with while performing under this contract.



## SECTION 2 - QUOTATION SUBMISSION INSTRUCTIONS

(Agency name) requires Offerors to provide a written quotation to (Agency name) officials for the purposes of assuring that the prospective Contractor fully understands the scope of this contract and has the capability to complete all Performance Work Statement (PWS) requirements. (Agency name) will incorporate the written quotation into the contract.

**Content of the Technical Quotation.** The Offeror's technical quotation to the (Agency name) must demonstrate the Offeror's technical understanding and approach; personnel; and relevant past performance. The purpose of the technical quotation is to enable (Agency name) to assess and determine the soundness of each Offeror's demonstrated relevant knowledge; competence with regard to the (Agency name)'s requirements and program objectives; relevant capability to perform; understanding of, and approach to the work that the Offeror would have to perform under the prospective contract; and the relevant challenges and risks. The technical quotation must not include any price or cost information. However, resource information such as data concerning labor hours, categories, material, and subcontracts must be contained in the presentation so that the Offeror's understanding of the PWS can be evaluated.

- Technical Approach. An assessment will be made of the Offeror's technical understanding and overall approach to this contract as it relates to the tasks, including its approach to management of logistics associated with coordination of time sensitive efforts.
- Personnel. (Agency name) will assess the suitability of the Offeror's management and technical personnel who will work with the (Agency name) CO/COR and other representatives and staff. This may include such considerations as personnel qualifications, experience, and staffing.
- Relevant Past Performance. The Offeror will be evaluated to assess the demonstrated quality of performance on similar work, to include the ability to control the quality and cost of work, timeliness of performance, and effectiveness at accomplishing the goals of previous relevant work. Relevant Past Performance Information must describe the Offeror's recent and relevant corporate performance on contracts related to the tasks in the PWS. Relevant contracts are those contracts that are of similar scope, magnitude, nature, and work. The Offeror's relevant past performance information must include the following:
  - Contract Number(s); type of contract; period of performance; total original, present, or final contract dollar value; and specify whether the Offeror was the prime Contractor or the subcontractor.
  - Company or Agency's name, address, e-mail address, telephone and fax numbers (both contractual and technical personnel) at the entity for which the contract was performed. Verify the telephone numbers provided are current and correct prior to submission.
  - Detailed description of the work performed and comparability to the proposed effort. Rationale must be provided to demonstrate how contract work is comparable to proposed effort. If Offeror was performing as a subcontractor on

- Clear statements describing whether the contract services and schedules were completed on time, with a quality product conforming to the contract, without any degradation in performance or customer satisfaction. Provide an assessment of the performance (technical and schedule) on these past programs and support these assessments with metrics, such as award or incentive fees earned.
- The number; type; frequency; duration and impact of any quality, delivery or cost problems in performing the contract; the corrective action taken, if any; and the effectiveness of the corrective action.
- Offerors must submit similar past performance information on proposed significant or critical subcontractors. Subcontractor past performance must be relevant to the PWS and to the work to be subcontracted. The quote must describe the amount of work and criticality of the work to be subcontracted. Such subcontractor work must clearly indicate the extent of involvement of the subcontractor(s) in the proposed effort (i.e. (specify percentage) % of the total labor hours) and why such subcontractor experience is relevant to this PWS.
- Offerors must either provide the above information or affirmatively state in writing that it possesses no relevant directly related or similar past performance.

Failure to submit the required Relevant Past Performance Information by the due date may result in rejection of the quote unless the Offeror has certified that it has no relevant, directly related or similar past performance experiences.

**Past Performance Assessment Survey:** The Offeror shall provide the “Past Performance Assessment Survey”, to each of the above references to establish a record of past performance.

Note: Past Performance Assessment Survey is to be forwarded, to be completed by Contractor’s references, and returned to the CO by the stated due date for quotation.

“(Agency name) requests that the references complete the questionnaire and submit it directly to (Agency name) prior to the quotation due date (ideally timed to coincide with submission of the Relevant Past Performance volume) at:

(Provide Name of CO, Address, Phone, and Fax or E-Mail)

It is the responsibility of the Offeror to ensure that the references submit the completed Past Performance Assessment Surveys in a timely manner. Offeror's are encouraged to verify that references are willing to provide the service prior to designating the person/agency as a reference.

**Resumes.** The Offeror must submit a formal written resume showing all relevant training, education, and work history that are pertinent to this contract for each person being proposed to work under this contract. The Program Manager is considered a key personnel position. (Agency name) expects that all personnel meet the performance requirements contained in the PWS.

**Price Quotation.** Submission of certified cost or pricing data is not required. In addition, Offerors are encouraged to discount their prices.

Note: If required that all Offerors are on a current GSA schedule (relevant to Federal Agency), they must submit their price quotation with all applicable discounts in accordance with the terms of the schedule.

- Performance is for the base tasks and option tasks. For pricing purposes, the Offeror must use a start date of (specify date).
- The Offeror must provide the following information on the first page of the pricing quotation:
  - Request for Quotation Number (or other relevant identifier);
  - Name and address of Offeror;
  - Name and telephone number of point of contact;
  - Name of contract administration office (if available);
  - Type of Task Order; and
  - Proposed prices per the Schedule of Prices - best prices offered to the (Agency name).
- If relevant to the Request for Quotation, the Offeror must provide a copy of their GSA Schedule contract and their GSA Schedule Price List with Labor Category definitions.
- All other direct costs (ODCs) items must be separately identified and explained.
- In addition to hard copy information, in order to expedite review of the proposal, Offerors must submit an electronic copy. (e.g. on CD or 3.5" floppy disk in a format compatible with (specify software program)). (Agency name) utilizes these disks during the review of proposed prices for such things as math checks, the use of correct escalation, and other evaluation procedures. Offerors must include the formulas and factors used in calculation of the data.

### **SECTION 3 - EVALUATION FACTORS FOR AWARD**

The Offeror's technical quote requirements will be evaluated using the following evaluation factors. Contractor selection will be based on the best overall value to the (Agency name).

#### **TECHNICAL FACTORS - All technical factors are of equal importance.**

- **Technical Approach**. An assessment will be made of the Offeror's technical understanding and overall approach to this project as it relates to the solicitation tasks including its approach to management of logistics associated with coordination of these time sensitive efforts.
- **Personnel**. The (Agency name) will assess the suitability of the Offeror's management and technical personnel who will work with the (Agency name) project manager. This may include such considerations as personnel qualifications, experience, and staffing.
- **Relevant Past Performance**. The Offeror will be evaluated to assess the demonstrated quality of performance on similar work, to include the ability to control the quality and cost of work, timeliness of performance, and effectiveness at accomplishing the goals of previous work.

#### **PRICE**

All technical evaluation factors other than cost or price, when combined, are significantly more important than cost or price. Selection to perform this delivery order will be based on (Agency name)'s assessment of the best overall value to the (Agency name).

## **SECTION 4 - CONTRACT ADMINISTRATION**

**Note: The following section relates to contracting by Federal Agency and is specific to a Blanket Purchase Agreement. It is provided to give an example of the clauses used to provide the terms and conditions included in a contract.**

### **CONTRACTOR RESPONSIBILITY**

The Contractor is responsible for the day-to-day inspection and monitoring of the Contractor's work performed to ensure compliance with Task Order requirements. The results of all Contractor quality control inspections conducted must be documented on inspection checklists and be made available to the (Agency name) during the term of the Task Order.

### **(AGENCY NAME) CONTRACT ADMINISTRATION**

This task order will be administered by: (Agency name), Name of CO/COR at specified address.

### **CONTRACTING OFFICER RESPONSIBILITIES (CO):**

Contracting Officer: (Provide name and telephone number)

The Contracting Officer (CO) has the overall responsibility for the administration of this Task Order. Written communication to the CO must make reference to the Task Order number and must be mailed, postage prepaid, to the above address.

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

### **DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The designated COR(s) for this Task Order will be: (Provide name(s) and all contact information)

The individual named above is designated as the Contracting Officer's Representative (COR) to assist the CO in the discharge of the CO's responsibilities. The COR is responsible for monitoring, giving progress reports to the CO, 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 Contractor and any person other than the CO be effective or binding upon the (Agency name).

When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the Task Order, the Contractor must promptly notify the CO in writing. No action will be taken by the Contractor under such technical instruction unless the CO has issued a contractual change.

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

- Serve as the point-of-contact through which the Contractor can relay questions or problems of a technical nature to the CO;
- Be responsible for the inspection and acceptance of the services performed and determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this Task Order;
- Confer with representatives of the Contractor regarding any non-performance or unsatisfactory performance; following through to assure that all non-performance or unsatisfactory performance is performed or corrected or payment adjustment is recommended to the CO;
- Review and certify invoices in accordance with invoicing instructions of the Task Order. Maintain a file with copies of these documents;
- Review and evaluate Contractor's IDIQ estimates, furnish comments, and recommendations through the CS to the CO;
- Advise the CO of any performance problems and make recommendations for corrective action to correct performance issues;
- Furnish the CO with any requests for change, deviation, or waiver (whether generated by (Agency name) personnel or Contractor personnel), including all supporting paperwork in connection with such change, deviation, or waiver; and
- Submit a written evaluation to the CO within 60 days of Task Order completion. The evaluation must include:
  - the quality and timeliness of the Contractor's performance; and
  - a statement as to the uses made of any deliverables furnished by the Contractor.

Note: In addition to the specific duties as listed above, the CO or COR, depending on who is most frequently at the worksite, should be aware of and ensure appropriate employment status of the Contractor's employees. When a Contractor's employee is leaving the contract or the work site has changed, the CO/COR must notify Security of the new status. The CO/COR should ensure that the Contractor's employee returns (Agency name) issued identification card when they no longer need access to the buildings.

#### **APPOINTMENT OF ORDERING OFFICER(S) for Blanket Purchase Agreement\***

The following individual(s) are designated the authorized Ordering Officer(s) under this Blanket Purchase Agreement (BPA). (Provide names and contact information.)

Although (specify individual/s) is /are responsible for issuing and administering any order placed hereunder, no authority to modify any provision of this BPA is granted. Any deviation from the terms of this BPA must be submitted to the Procuring Contracting Officer for contractual action.

Should you have questions regarding individual orders, however, contact these individual(s), and not the Procuring Contracting Officer.

\* NARA chose to use a Blanket Purchase Agreement as the contracting vehicle for these services.

## **ACCEPTANCE OF WORK PERFORMANCE**

Upon return of records/holdings or a portion of the records/holdings materials to (Agency name), the Contractor must submit a Certificate for Acceptance of Work Performance (format to be provided by the CO) to the CO/COR for testing and appropriate review. Following review by the CO/COR, the Certificate for Acceptance of Work Performance will not be accepted until the CO/COR has completed the review of the work. The Certificate for Acceptance Work Performance must follow the (Agency name)-specified format. Upon approval of the review of the work, the Contractor may invoice for work completed. If the CO/COR rejects the work, the records/holdings or a portion of the records/holdings will be returned to the Contractor to satisfactorily complete the work.

## **INVOICE SUBMISSION REQUIREMENTS**

Invoices should be submitted electronically to: (provide address or e-mail address, preferred and alternate or acceptable formats.) E.g. Protected Microsoft Excel files are the preferred format. However, Adobe Acrobat Portable Document Format (PDF) and Microsoft word are also acceptable. If electronic invoices are not possible, all original invoices (plus two copies) submitted for payment shall be sent to (provide name and address for invoices). All invoices for services must be submitted on a monthly basis.

The invoice must include the following information and/or attached documentation:

- Name of the business concern and invoice date;
- The complete contract number and/or delivery/Task Order number;
- Description, price, and quantity of services actually delivered or rendered and segregated by task number(s) including dates;
- Payment terms;
- DUNS number (if appropriate);
- Taxpayer Identification Number (TIN);
- (Agency name) Funding code
- (Agency name) Organization ordering the items.

Note: If appropriate provide mechanism for registration for electronic payment.

All invoices will be paid using information from the Central Contractor Registration (CCR). Therefore, payment will be made to the electronic fund transfer information, if appropriate, that matches the DUNS number for this contract.

## **INVOICE CERTIFICATION**

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

- Submit it to the payment office for payment; or
- Authorize reimbursement by (Agency name) purchase card.

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

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

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 purchase card payment. The COR will work with the Contractor to resolve any remaining disputed costs.

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.

## **PAYMENT**

Payments must be made upon submission of a proper invoice. Payments will be due on the 30<sup>th</sup> calendar day after receipt of a proper invoice, or the 30<sup>th</sup> calendar day after the date the supplies were accepted by (Agency name), whichever is later.

No delivery order payments will be made by check. Invoice payments will be made electronically in accordance with FAR 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration. The date of payment by wire transfer through the Treasury Financial Communications System must be considered to be the date payment is made.

The Contractor will be paid for the work called for in the Task Order and identified and set forth in the "Line Item Description". Payment for delivered supplies will be made upon submission of the Contractor's properly certified invoice.

## **FINAL PAYMENT**

Before final (Agency name)-payment is made, the Contractor must furnish to the CO a written release of all claims against the (Agency name) arising by virtue of the delivery order, 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 delivery order 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 delivery order is closed out, the final



(Agency name)-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.

#### **FAR 52.217-9, OPTION TO EXTEND THE TERM OF THE CONTRACT**

(Agency name) 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 (Agency name) 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 (Agency name) to an extension.

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

The total duration of this contract, including the exercise of any options under this clause, shall not exceed (specify number) months/(specify number) years.

#### **DURATION OF CONTRACT ORDERING PERIOD FOR INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) ORDERS**

The ordering period under this BPA shall become effective on (the date of award) and shall be applicable to all orders placed hereunder for a period of 12 months, unless terminated in accordance with provisions herein, or extended in accordance with the options provision.

The period of performance for IDIQ services to be furnished under this BPA shall be specified in each order placed.

#### **TASK ORDER ISSUANCE AND DEFINITIZATION**

Time and Materials Task Orders will be issued. Task Order/s may be issued orally or in writing and will contain an initial ceiling price. Oral Task Orders will be confirmed in writing within five (5) days of Task Order issuance. The Contractor agrees to begin promptly negotiating with the CO the terms of a definitive Task Order that will include (1) the specific tasks to be performed and the schedule for performance completion, and (2) any other mutually agreeable clauses, terms, and conditions beyond those contained in the BPA and applicable GSA Schedule. The Contractor agrees to submit a time and materials proposal and cost or pricing data supporting its proposal.

The schedule for completing a definitive Task Order is 60 days after completion of the task.

#### **LIMITATION OF COST FOR TASK ORDERS**

The Contractor must notify the CO in writing whenever it has reason to believe that the costs (including fixed rate items and items reimbursed at cost) that the Contractor expects to incur under a Task Order in the next 30 calendar days, when added to all costs previously incurred under the Task Order, will exceed 85% of the ceiling amount specified in the Task Order (for the purposes of this clause, the term "ceiling amount" shall include the ceiling amount of the Task Order inclusive of all modifications made to the Task Order ceiling amount.)

Except as required by other provisions of this BPA, specifically citing and stated to be an exception to this clause:

- The (Agency name) is not obligated to reimburse the Contractor for costs incurred in excess of the ceiling amount specified in the Task Order; and
- The Contractor is not obligated to continue performance under a Task Order (including actions under the Terminations clause of this contract) or otherwise incur costs in excess of the Task Order ceiling amount, until the CO notifies the Contractor that the Task Order ceiling amount has been increased. This may be done verbally, but will be followed up in writing within 5 days.

No notice, communication, or representation in any form other than that specified above or from any person other than the CO, shall affect a Task Order ceiling amount. In the absence of the specified notice, the (Agency name) is not obligated to reimburse the Contractor for any costs in excess of the Task Order ceiling amount, whether those excess costs were incurred during the course of the Task Order or as a result of termination.

**FAR 52.252-2, CLAUSES 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:  
<http://www.arnet.gov>.

- **FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995) – specified number of months after BPA award.**
- **FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)**
- **FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984) Applicable to Option Years 1, 2, 3, and 4.**
- **FAR 52.243-3 CHANGES – TIME AND MATERIALS OR LABOR HOURS (SEP 2000)**
- **FAR 52.245-4 (AGENCY NAME) FURNISHED PROPERTY (Short Form) (JUN 2003)**
- **FAR 52.246-6 INSPECTION OF SERVICES – TIME AND MATERIALS OR LABOR HOURS (MAY 2001)**

## APPENDIX A – RELEVANT PAST PERFORMANCE QUESTIONNAIRE

**Note: To be completed by your references and returned by your references to the Contract Specialist by the date specified. Failure to do so may result in rejection of your quotation.**

Your organization has been identified for participation in the past performance evaluation on (Contractor name) for a current solicitation at (Agency name). This survey will be used to evaluate the past performance for the contractor and contracting action identified below.

Your candid response to the questions is important to our evaluation effort and may affect the award outcome. Please indicate "N/A" in any area which is not applicable to work performed on your contracting action. In accordance with OFPP Policy Letter Number 92-5, the names of individuals supplying past performance information will remain confidential.

Please take a moment to complete the enclosed survey and email or fax the completed and signed survey to the contact listed below. A representative of (Agency name) may contact you to arrange a time for a phone interview to review the survey. If you have any questions regarding this survey please contact (Provide name and contact information)

The following information is being requested:

- Program Name:
  
- Type of contract:
- Contract number:
- Contractor's name, operating unit and address:
  
- Contract Initiation date:
- Years Remaining on Contract:
- Contract completion date (including extensions):
  
- Award Amount:
- Current Contract \$ Value (including exercised options and extensions):
- Projected Final Contract \$ Value (including exercised options and extensions):
- Reason why Award Amount and Current or Projected Final Contract \$ Value differ (if they differ):
  
- Description of the work performed (include the size, scope, and complexity of the project):
- Describe any schedule changes and reasons for schedule changes (if any):
  
- Evaluators name, position, organization, and role on the contract:
- Evaluator's phone # and email address:
- Number of month's contractor performance was monitored by evaluator:

1. Please rate each item listed below (circling is preferable; Use 1 through 5 with 5 being outstanding and 1 being unsatisfactory; N/O (Not Observed)) and **Provide Comments** to identify **Specific Strengths/Weaknesses** in each area

**A1. Quality of Products or Services:** Assess the contractor's conformance to contract requirements, specifications, and standards of good workmanship (e.g., technical, professional, environmental, or safety and health standards).

Issue	1	2	3	4	5	N/O
Anticipation/Prevention						
Process Improvement	1	2	3	4	5	N/O
Lesson Learned Incorporation	1	2	3	4	5	N/O
Thoroughness	1	2	3	4	5	N/O
Overall Quality	1	2	3	4	5	N/O

**A2. Proficiency in:**

Issue	1	2	3	4	5	N/O
Emergency Records Restoration Services-General	1	2	3	4	5	N/O
Recovery of paper-based records	1	2	3	4	5	N/O
Recovery of film-based records	1	2	3	4	5	N/O
Recovery of magnetic tape records	1	2	3	4	5	N/O
Recovery of electronic records	1	2	3	4	5	N/O
Meeting security requirements	1	2	3	4	5	N/O
Additional Services	1	2	3	4	5	N/O

**A3. Management of Key Personnel:** Assess the contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.

Issue	1	2	3	4	5	N/O
Retention						
Replacement Speed and Quality	1	2	3	4	5	N/O

Comments (List specific strengths and weaknesses):

## **APPENDIX B - SCHEDULE OF PRICES**

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

The purpose of this Contract is to acquire Emergency Records Recovery Services for (Agency name) at all facilities on an “as required” basis.<sup>4</sup>

### **PRICING OF OPTIONS**

Offerors must price options for (specify number) years in 12 month periods by assuming that the minimum hourly wages and fringe benefits established by The Administrator, Wage and Hour Division, U.S. Department of Labor for the initial period of performance, will apply to the (specify number) years additional option periods.

### **SCHEDULE OF PRICES**

In accordance with this Contract, the Contractor must provide all management, supervision, labor, materials, supplies, transportation, and equipment described herein, except as specified to be furnished by (Agency name) in the PWS, and must plan, schedule, coordinate, and assure effective performance

Offerors must provide a schedule in the price quotation that clearly details the breakdown of the proposed monthly prices by labor category, labor hours, labor rates, materials, equipment, supplies, etc. Finally, any other direct costs must also be detailed for each proposed expense for the base year and each option year. Offerors must include the formulas and factors used in calculation of the data.

(Agency name) will specify the manner in which the schedule of prices will be submitted (e.g. if electronic submission, specify formats):

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<sup>4</sup> If Contracts are issued to more than one provider, (Agency name) will need to determine how Task Orders will be issued. For example, “The first Task Order for Emergency Records Recovery Services will be issued, when required, to the Offeror that has the lowest evaluated price and will continue to be issued to that Offeror as long as that Offeror has the capacity to perform the work within the required task schedule.”

**SCHEDULE OF PRICES**

	<b><u>Base Year Description</u></b> <b>(12 months from date of award)</b>	<b><u>Qty.</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>NTE Price</u></b>
<u>CLIN</u>					
0001	Tasks in accordance with Performance Work Statement (PWS).	20,000	Hr.	\$	\$
	Insert Labor Categories and Unit Prices				
0002	Material and Equipment Cost (Purchase/Rental)	1	Lot		\$
0003	Insert % Material and Equipment Ordering and Handling Fee (Including Overhead and Profit)	1	Lot		\$
0004	Data- Deliverables	1	Lot		NSP
0005	RESERVED				
0006	RESERVED				
	<b>TOTAL NTE PRICE FOR THE BASE YEAR</b>				

	<b><u>Option Year 1 Description</u></b> <b>(Months 13 through 24)</b>	<b><u>Qty.</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>NTE Price</u></b>
<u>CLIN</u>					
0007	Tasks in accordance with Performance Work Statement (PWS).	20,000	Hr.	\$	\$
	Insert Labor Categories and Unit Prices				
0008	Material and Equipment Cost (Purchase/Rental)	1	Lot		\$
0009	Insert % Material and Equipment Ordering and Handling Fee (Including Overhead and Profit)	1	Lot		\$
0010	Data- Deliverables	1	Lot		NSP
0011	RESERVED				
0012	RESERVED				
	<b>TOTAL NTE PRICE FOR THE YEAR 1</b>				

	<b><u>Option Year 2 Description</u></b> <b>(Months 25 through 36)</b>	<b><u>Qty.</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>NTE Price</u></b>
<u>CLIN</u>					
0013	Tasks in accordance with Performance Work Statement (PWS).	20,000	Hr.	\$	\$
	Insert Labor Categories and Unit Prices				
0014	Material and Equipment Cost (Purchase/Rental)	1	Lot		\$
0015	Insert % Material and Equipment Ordering and Handling Fee (Including Overhead and Profit)	1	Lot		\$
0016	Data- Deliverables	1	Lot		NSP
0017	RESERVED				
0018	RESERVED				
	<b>TOTAL NTE PRICE FOR THE YEAR 2</b>				

	<b><u>Option Year 3 Description</u></b> <b>(Months 25 through 36)</b>	<b><u>Qty.</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>NTE Price</u></b>
<u>CLIN</u>					
0019	Tasks in accordance with Performance Work Statement (PWS).	20,000	Hr.	\$	\$
	Insert Labor Categories and Unit Prices				
0020	Material and Equipment Cost (Purchase/Rental)	1	Lot		\$
0021	Insert % Material and Equipment Ordering and Handling Fee (Including Overhead and Profit)	1	Lot		\$
0022	Data- Deliverables	1	Lot		NSP
0023	RESERVED				
0024	RESERVED				
	<b>TOTAL NTE PRICE FOR THE YEAR 3</b>				

	<b><u>Option Year 4 Description</u></b> <b><u>(Months 49 through 60)</u></b>	<b><u>Qty.</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>NTE Price</u></b>
<u>CLIN</u>					
0025	Tasks in accordance with Performance Work Statement (PWS).	20,000	Hr.	\$	\$
	Insert Labor Categories and Unit Prices				
0026	Material and Equipment Cost (Purchase/Rental)	1	Lot		\$
0027	Insert % Material and Equipment Ordering and Handling Fee (Including Overhead and Profit)	1	Lot		\$
0028	Data- Deliverables	1	Lot		NSP
0029	RESERVED				
0030	RESERVED				
	<b>TOTAL NTE PRICE FOR THE YEAR 4</b>				
	<b>TOTAL NTE PRICE FOR ALL YEARS</b>				



## **APPENDIX C: TERMS AND CONDITIONS FOR CONTRACTOR PERSONNEL**

### **KEY PERSONNEL**

The Contractor agrees to assign to the Task Order to those key persons whose resumes were submitted as required by Enclosure 1 to fill the requirements of the Task Order. No substitution or addition of personnel will be made except in accordance with this clause.

The Contractor agrees that during the first 12 months of the Task Order period, 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 Contractor must promptly notify the CO/COR and provide the information required below.

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 Contractor must propose a substitution of such personnel, in accordance with conditions below.

All proposed key personnel substitutions must be submitted, in writing, to the CO/COR at least fifteen (15) days prior to the proposed substitution. Each request must provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the CO/COR to approve or disapprove the proposed substitution(s). Resumes for key personnel substitutions must be submitted in Contractor format. All proposed substitutes (no matter when they are proposed during the performance period) must have qualifications that are equal to or higher than the qualifications of the person being replaced.

In the event the Contractor designates additional key personnel as deemed appropriate for the requirement, the Contractor must submit to the CO for approval the information required in paragraph (d) above.

The CO will evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether a request is approved or disapproved.

If the CO 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 CO for default or for the convenience of the (Agency name), as appropriate. Alternatively, at the CO's discretion, if the CO finds the Contractor to be at fault for the condition, the Task Order price may be equitably adjust (downward) to compensate (Agency name) for any delay, loss or damage as a result of the Contractor's action.

## STANDARDS OF CONDUCT

The Contractor will 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 (Agency name) telephones, except as authorized, or otherwise jeopardize the security and the privacy of (Agency name) employees, its clientele, and the contents and property of the (Agency name) building(s) in which the Task Order 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 (Agency name).

The Contractor will 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.

Where applicable, the requirements of this clause must be expressly incorporated into subcontract(s) and must be applicable to all subcontractor employees who may perform recurring services or work at the (Agency name) building/work-site and grounds of this Task Order.

(Agency name) retains the right to permanently remove any employee of the Contractor from performing duties assigned under this Task Order at the (Agency name) building/work-site should the employee's performance so warrant. (Agency name) will request the Contractor to immediately remove any employee of the Contractor from the (Agency name) building/work-site should it be determined by the CO 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 the (Agency name) building/work-site. The following areas (not all-inclusive) are considered justification for requesting the Contractor to immediately remove an employee from the (Agency name) building/work-site:

- Neglect of assigned duty and refusing to render assistance or cooperate in upholding the integrity of the security programs at the worksite;
- 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;
- 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 (Agency name);
- Theft, vandalism, immoral conduct, or any other criminal actions;
- Selling, consuming, or being under the influence of intoxicants, drugs, or controlled substances which produce similar effects;
- Improper use of official authority or credentials, as a supervisor or employee of the Contractor;
- Violation of agency and Contractor security procedures and regulations; and
- Violation of the rules and regulations governing federal public buildings and grounds, set forth in 41 CFR Subpart 101-20.3 *Conduct on Federal Property*.

Following a recommendation from an agency program official or security officer, the CO will make all determinations regarding the removal of any employee of the Contractor from and denial/termination of clearance and access to the (Agency name) building/work-site for non-performance, misconduct, or failure to abide by all laws and regulations. The CO 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 CO will make a final determination.

Upon a determination of the (Agency name) that an employee of the Contractor be removed from or denied access to the (Agency name) building/work-site, the employee's clearance and access to the (Agency name) building/work-site must be immediately revoked or otherwise terminated. Furthermore, if applicable, the building pass, photo-identification or security badge and/or other access device(s) previously given to the employee must be immediately surrendered, returned, or delivered to the security officer of the (Agency name) building/work-site.

**(AGENCY NAME) 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 Contractor shall make its personnel available for photo identification badges on a schedule to be determined by the CO. The badges will be made by the (Agency name) Security Office utilizing supplies, materials and equipment provided by (Agency name). Each Contractor employee shall sign the appropriate badge at the time of photographing.

Contractor personnel designated to receive a photo identification or security badge/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 or other (Agency name) guidance.

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.

Upon termination, resignation or other event leading to a contract employee leaving duty under this contract, the Contractor is responsible for returning all (Agency name) identification, building passes, keys, and other (Agency name) 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.

The Contractor shall notify the CO/COR when the employee badges, passes, keys, or other access devices are lost. It shall be the responsibility of the Contractor to pay for replacement badges at the current replacement cost per badge.

The requirements of this clause are applicable to and shall be flowed down to all subcontractors who will work at the (Agency name) building/work-site.

## **CONTRACTOR PERSONAL IDENTITY VERIFICATION PROCEDURES (PHYSICAL ACCESS SUITABILITY)**

(Agency name) will have, and will exercise, full and complete control over granting, denying, withholding or terminating suitability determinations for all contract employees granted access to (Agency name) buildings/worksites. All employees assigned to positions requiring access to the (Agency name) building/work-site under this contract shall be subject to background investigations at the "National Agency Check with Inquiries" (NACI) level.

Contractor personnel with access to (Agency name) computer systems shall also be required to comply with this requirement. (Agency name) 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 (Agency name) as deemed necessary to protect the (Agency name) building/work-site and property.

Unless otherwise specified, the Contractor must submit to the CO/COR, as soon as possible, but not later than ten (10) working days before contract performance is required to begin, the following documentation 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.:

- 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 (Agency name) Security Office;
- one (1) Form I-9, Employment Eligibility Verification; and
- one (1) Declaration for Federal Employment, Optional Form 306 (OF 306)

These forms must be submitted for replacement employees (10) days before entrance on duty. (Agency name) will be responsible for processing these forms and adjudicating the results of the investigations. If (Agency name) 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 CO/COR.

During the course of this contract, regardless of where the work is being performed, in a (Agency name) 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 proposed (Agency name) 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 (Agency name) personnel or upon written approval of the CO. 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 (Agency name).

If Contractor Personnel have a completed NACI from another Federal Agency, verification of the completed NACI must be forwarded to (Agency name) 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 (Agency name) Personnel Security Officer. A National Security Clearance shall suffice in the event the personnel are performing work at (Agency name) that only requires an investigation below that required for a National Security Clearance.

The requirements of this clause are applicable to, and must flow down, to all subcontractors who will work at (Agency name)'s buildings/worksites/Contractor facility(ies) while working on records from (Agency name).

#### **INSURANCE REQUIREMENTS.**

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

TYPES OF INSURANCE	MINIMUM 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

#### **COOPERATION WITH OTHER ON-SITE CONTRACTORS**

When (Agency name) undertakes or awards other Task Orders or contracts for additional work at the facilities, the Contractor must: (1) fully cooperate with the other Contractors and (Agency name) employees, and (2) carefully fit its own work to such other additional contracted work as may be directed by the CO/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 (Agency name) employees.

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 CO/COR and guarantee such restored work to the same extent as it was guaranteed under the other contract.

## **PERMITS AND LICENSES.**

In performance of work under this delivery order, the Contractor must, without additional expense to the (Agency name), be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work.

## **CONFIDENTIALITY.**

All information regarding the procedures developed under this delivery order must be regarded as sensitive information by the Contractor and not to be disclosed to anyone outside the Contractor's organization without the written permission of the CO.

## **SECURITY REQUIREMENTS/DISCLOSURE OF INFORMATION**

The Contractor must not release to anyone outside the Contractor's organization any information, including location and facility name regardless of medium (e.g., film, tape, document, etc.), pertaining to any part of this BPA or any program related to this contract, unless the CO has given prior written approval or the information is otherwise in the public domain before the date of release. Requests for approval must identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor must submit its request to the CO at least 45 days before the proposed date for release. All Contractor employees involved with this BPA or otherwise having any knowledge of any part of same will be bound to the non-disclosure requirement shown in paragraph 9.0 below and will be required to sign the non-disclosure agreement. The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors must submit requests for authorization to release through the prime Contractor to the CO.

## **SECURITY OF RECORDS**

Records must remain within the United States at all times unless the Agency makes other provisions. The Contractor must provide documentation of facility security control levels in place. Facilities must provide security to the appropriate level specified by the COR. The Contractor will be required to provide appropriate and adequate security to prevent unauthorized access or theft of (Agency name) records and/or information. The Contractor must provide a screening process used in the hiring of employees who will handle (Agency name) records. The Contractor will be required to provide Social Security Numbers for all workers assigned to perform work on the Task Order. Additional security requirements may be stated in individual Task Orders.

## **CONTRACTOR FACILITY STANDARDS**

The Contractor facility must meet or exceed NARA facility standards for Federal records storage, including 36 CFR 1228 sub-part K. The workspace must be well organized and managed to ensure that records are not commingled with other Contractor customer records. A pre-award inspection by the COR may be required. All records/holdings must be secured at all times to meet the requirements/standards specified by the COR. Security of records is of the highest concern to (Agency name). The Contractor must comply with all provisions and

requirements provided by the COR to safeguard records at all times. Access to materials is restricted except for those confirmed in advance by the COR. The Contractor may not subcontract any of the work without the expressed approval of the COR.

#### **(AGENCY NAME) FACILITY SECURITY**

The Contractor will be required to have (Agency name) escorts in (Agency name) facilities. The Contractor's work in (Agency name) facilities will be under the direct control of the COR. The Contractor must maintain control and security of records at all times when the records have left an (Agency name)-controlled facility.

#### **CLASSIFIED RECORDS and MATERIALS**

Security requirements must be addressed before response and recovery requirements can be defined and met. If the emergency site contains classified records, privacy-protected records or records of concern, the CO/COR will define additional access requirements. The Contractor will be required to comply with all requirements defined by the CO/COR based on security requirements. The CO/COR may decide to have (Agency name) staff, (Agency name) contract security staff or Federal Protective Police on the Contractor's premises 24 hours/day/seven days per week, if necessary to provide appropriate security for the material. The CO/COR may require that records/holdings may not share space with materials belonging to any other Agency. Designated (Agency name) staff may inspect the facility and/or records without notice when (Agency name) records are present.

If an emergency site has been designated a "crime scene" or access is restricted by local officials, the site will not be accessible until the controlling agency or authority releases it. Records/data recovered must only be accessed by the approved Contractor personnel and only as necessary to perform recovery operations. Records/data must not be released to third parties. At no time must the Contractor allow records to be outside of their custody and control. The Contractor must not maintain any copies of records and must provide certification of destruction of all records reformatted so that information cannot be reconstructed.

#### **OTHER TERMS AND CONDITIONS**

The Offeror must provide the Contractor Identification Number - Data Universal Numbering System (DUNS) FAR 52.204-6.

The Offeror must provide the Taxpayer Identification Number in accordance with FAR 52.204-3.

#### **EXCEPTIONS TAKEN TO ANY OF THE TERMS AND CONDITIONS**

Complete rationale, justification, and cost impact must be included. The (Agency name) advises Offerors that it intends to evaluate quotations and award an order without discussions. Questions regarding terms and conditions should be submitted in writing to the Contract Administrator not later than five (5) working days before the deadline for receipt of quotations.

## **LIMITED USE INFORMATION**

The presentation of any information or report based on this Task Order will be subject to the review by (Agency name) before dissemination, publication, or distribution. Presentation includes, but is not limited to advertisements, press releases, papers, articles, professional publications, speeches, testimony, or interviews with public print or broadcast media. The Contractor and its personnel must not divulge or release information developed or obtained in performance of this Task Order without the written approval of the CO/COR. The details of any safeguards that the Contractor designs or develops under this Task Order will become the property of (Agency name) and must not be published or disclosed in any manner without the express written consent of the CO/COR.

If the Contractor, in performance of this Task Order, obtains access to information which has not been released to the public, the Contractor may not:

- Use such information for any private purposes unless or until the information has been released to the public;
- Compete for (Agency name) work based on such information, for a period of one year after completion of the contract, without the express written consent of the CO;
- Submit an unsolicited proposal to the (Agency name), which is based on such information, until one year after the release of such information to the public; or
- Release such information without prior written approval by the CO.

## **CERTIFICATE OF CONFIDENTIALITY AND NON-DISCLOSURE**

Confidentiality of Information: Duplication or disclosure of any information to which the Contractor must have access as a result of this Task Order is prohibited. It is understood that throughout performance of the Task Order, the Contractor must have access to confidential information, which is the sole property of (Agency name) or is the sole property of other than the Contracting Parties. The Contractor hereby agrees to maintain the confidentiality of all such information to which access may be gained throughout Task Order performance, whether title thereto vests in (Agency name) or otherwise. The Contractor agrees not to disclose said information, any interpretations thereof, or derivation there from, to unauthorized parties in the contravention of the provisions, without the prior written approval of the CO/COR, or the party in which title thereto is wholly vested.

The Contractor must have all employees performing work on the Task Order sign the statement in **Completion of Certificate of Confidentiality and Non-Disclosure** (attached below.)



**CERTIFICATE OF CONFIDENTIALITY AND NON-DISCLOSURE**

**CERTIFICATION:** I certify that I must not disclose, except pursuant to a court of competent jurisdiction, any information provided to me relative to this project or to any person who is not authorized access to such information. When authorized, information will be disclosed only to the extent that such information is required concerning such person's official responsibilities.

By: \_\_\_\_\_  
(Type or Print Name)

Title \_\_\_\_\_

Date: \_\_\_\_\_

Contractor Name \_\_\_\_\_

Contractor Program Manager \_\_\_\_\_

Phone Number \_\_\_\_\_

**Signature:**