

RFP #FE-09-R-005

for

DIGITAL CONVERSION

GENERAL INDEX

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER	PAGE 1 OF 29
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER FE-09-R-005	6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL: a. NAME Archie Hector ahector.ctr@fec.gov			b. TELEPHONE NUMBER (No collect calls) 202-694-1225	8. OFFER DUE DATE/ LOCAL TIME JUL 24. 2009 4:00 PM ET	
9. ISSUED BY FEDERAL ELECTION COMMISSION ATTN: PROCUREMENT AND CONTRACTING 999 "E" STREET NW WASHINGTON DC 20463			10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 518210 SIZE STANDARD:		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	
15. DELIVER TO FEDERAL ELECTION COMMISSION ATTN: 1st floor MAIL OPERATIONS CENTER 999 "E" STREET NW			16. ADMINISTERED BY		
17a. CONTRACTOR/OFFEROR			18a. PAYMENT WILL BE MADE BY		
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please	see continuation page for line item details.				
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA See Schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

EXHIBIT B

FEDERAL ELECTION COMMISSION SOLICITATION AND PROPOSAL REQUIREMENTS

NOTICE TO OFFERORS: Offerors must include a completed copy of the provision at GSA schedule contract clause 52.212-3, Offeror Representations and Certifications-Commercial Items, with its offer or identify that its registration is current and available online at <https://orca.bpn.gov/login.aspx>, or the proposal will be considered non-responsive.

ANTICIPATED PROCUREMENT TIME LINE:

1. RFP ISSUANCE – NLT June 12, 2009
2. QUESTIONS – NLT June 19, 2009
3. RESPONSE TO QUESTIONS – NLT June 26, 2009
4. PROPOSALS DUE – NLT July 13, 2009 – 4:00 pm (EST)
5. EVALUATIONS – July 14 – July 20, 2009
6. NOTICE OF AWARD – NLT July 22, 2009

QUESTIONS: All clarification or information requests must be in writing directed to Archie Hector, Senior Contract Specialist at ahector.CTR@fec.gov no later than June 19, 2009, 5pm (EST).

A. SOLICITATION RESPONSE REQUIREMENTS

The work plan shall detail the methodology and the processes (tasks, sub-tasks, etc) to be undertaken by the Offeror as identified in Exhibit C, Statement of Work (SOW).

1. **Technical Proposal:** The Offeror shall provide a complete and detailed technical proposal package outlining how the Offeror shall provide the requested services within Exhibit C (SOW), including identification of specific software and hardware offered, as well as a strategy for integrating each process.

a. Technologies.

- Digitization and scanning
- Optical character recognition
- PDF Conversion
- Backup procedures
- Mechanisms for quality control
- Mechanisms for identifying errors
- Mechanisms for implementing corrective actions when necessary

b. Image Quality.

- Digital images in gray scale at a minimum of 400 dots per inch (dpi).
- Digital images that have been cropped to remove any borders, de-speckled and de-skewed.
- Digital images that have been processed through current state-of-the-art image sharpening and enhancement software.

EXHIBIT B

FEDERAL ELECTION COMMISSION SOLICITATION AND PROPOSAL REQUIREMENTS

2. **Project Management and Past Performance:** The Offeror shall provide a complete and detailed proposal package outlining how the Offeror shall manage the project for the requested services within Exhibit C (SOW), including identification of references for projects of similar scope.

a. Project Management.

- Schedule
- Facilities
- Equipment
- Personnel

b. Past Performance.

- Provide at least three references for projects of similar scope and complexity with its package.
- Customer name and address.
- Customer points of contact (name, title, telephone number and fax number and email address) for both contractual matters (e.g. Contracting Officer) and technical performance (e.g., COTR).
- Contract number (if available).
- Total dollar value of the contract. If performed as part of a team, provide the dollar value of Offeror's contribution.
- Period of contract performance.
- Description of services provided, including the specific services provided by Offeror.
- Briefly describe participation (time period and role) by any individuals proposed as key personnel for the FEC contract.

3. **Price:** The Offeror shall provide a complete and detailed FIXED-PRICE proposal based on the services described in the Base Contract within Exhibit C (SOW). The Offeror shall fully describe its pricing methodology and include all applicable costs into its rates and/or pricing.

Minimum Prices to be Proposed.

- The proposal must include a fixed-price that covers ALL services described in the Base Contract within Exhibit C (SOW).
- If the Offeror chooses to respond to "Option 1" or "Option 2" as described within Exhibit C (SOW), or if Offeror proposes any other "optional" deliverables that it feels may benefit the FEC, prices for any such options shall be listed separately for the price for the Base Contract and shall be identified as "optional" within the proposal.

EXHIBIT B

FEDERAL ELECTION COMMISSION SOLICITATION AND PROPOSAL REQUIREMENTS

- B. BASIS FOR AWARD:** The FEC intends to award a contract/order under a GSA schedule to the Offeror submitting a technically superior proposal. Determination of best value will be made based on any analysis and evaluation of the technical proposal possessing the best methodology, strategy, approach, price and past performance for the services required.
- C. ANALYSIS OF PROPOSALS:** Proposals and accompanying data submitted in response to this solicitation will be analyzed and evaluated following the date and time of receipt specified in the GSA eBUY announcement, and any subsequent amendments. It is the intent of the FEC to issue an award based on the initial submissions of the Offerors. However, after initial analysis and evaluation, the FEC may wish to conduct further analysis of the documents and records supporting Offeror's proposal, in which event, the Contracting Officer may request additional information via clarification or discussion correspondence.

TECHNICAL PROPOSAL – 50 points

- Evaluation will be based on the demonstration of the ability to accomplish all of the work described in the Base Contract in Exhibit B, Statement of Work within the required timeframe.

PROJECT MANAGEMENT AND PAST PERFORMANCE – 25 points

- Evaluation will be based on schedule and resources, specific demonstrated understanding of the tasks, clear work plans and expertise. Past performance is a major consideration for this award in determining whether the Offeror could potentially be a low, medium or high risk in providing these services.

PRICE – 25 points

- Evaluation will be based on the determination that the proposed prices are reasonable and reflect an understanding of the work and ability to perform the contract. Price proposals that are unrealistic or unreasonable may be rejected.

NOTE: Proposals submitted under competitive delivery orders are not considered “negotiated procurement actions” under FAR 15 and therefore not subject to a formal debrief. Orders are issued in accordance with FAR 8.405-2. Orders requiring a Statement of Work and any unsuccessful Offeror will be notified in accordance with the procedures stated within this section.

D. PROPOSAL DELIVERY GUIDANCE

- 1. Electronic Proposal Copies:** The Offeror shall provide one electronic version of all submitted items to ahector.CTR@fec.gov. At no time shall the Offeror send any other copies in electronic format unless directed to do so by the Contracting Officer.

EXHIBIT B

FEDERAL ELECTION COMMISSION SOLICITATION AND PROPOSAL REQUIREMENTS

- 2. Printed Proposal Copies:** If the Offeror wishes to submit a hardcopy version, it shall only provide one (1) hardcopy of the proposal, and one (1) copy on a CD to the following address via FedEx, UPS, or Courier. Do not use regular mail as all mail is radiated and delays may occur that will cause Offeror's package to not meet the specified deadlines for return of proposal.

**Federal Election Commission
c/o Archie Hector, Procurement Room 819-H
999 E Street, N.W.
Washington, D.C. 20463**

EXHIBIT C

**STATEMENT OF WORK
FOR
MICROFILM ARCHIVE SCANNING PROJECT**

C.1 Scope of Base Contract

- a. The Commission. The Federal Election Commission (FEC), administers and enforces the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. 431 *et seq.* (“the Act”). The Act governs the financing of federal elections and requires the FEC to enforce the requirements of the Act, which includes investigating alleged violations of the Act. Once the FEC closes an investigation, it makes certain documents related to the investigation available to the public and accessible through the FEC website, www.fec.gov or from <http://eqs.nictusa.com/eqs/searcheqs>.
- b. The Documents. The FEC was constituted in 1975 and documents related to all investigations closed January 1, 1999 or later are currently available on the FEC website. However, documents related to FEC investigations that were closed prior to January 1, 1999 are not currently available on the FEC website and are instead only available by physically visiting the FEC Public Records Office in Washington, D.C., where images of the documents are available on microfilm during regular business hours.
- c. Digitization of Documents on Microfilm. In an effort to make documents related to FEC investigations and actions that were closed prior to January 1, 1999 available on the FEC website, this Base Contract seeks a Contractor who has the technical expertise and capacity to provide a digitization service to scan images from approximately 140 rolls of 16mm microfilm containing approximately 770,000 images and then provide the FEC with a digital library of the images.
- d. Organization and Availability of Microfilm.
 1. The microfilm images are of public record documents from closed enforcement cases. They are organized on a case-by-case basis, in the order in which the cases were closed. There is a separator page on the microfilm between each case. The FEC will provide a spreadsheet index (“the Index”) for each roll of microfilm that will identify the case number and the microfilm page range for each case.
 2. The Base Contract solution will provide the FEC with a digital library comprised of a separate electronic file containing the scanned and searchable images of each case with each file titled according to case number as listed in the Index.
 3. In certain instances, images of documents related to a single enforcement case might appear in non-adjacent pages on the microfilm. The Index will identify the cases that have additional documents that appear in non-adjacent pages on the microfilm. In this event, the Contractor will be required to create one electronic file of all the case documents for a single enforcement case. A representative

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example of the Index is available for viewing and downloading from the FEC website at www.fec.gov/pages/procure/rfi362603/sample_index.xls.

- e. Review of Sample Roll of Microfilm. The FEC will provide sample rolls of microfilm to each interested vendor. To secure sample rolls of microfilm, please contact Archie Hector, Senior Contract Specialist, Procurement Division, 999 E Street, N.W., Washington, D.C. 20463, (202) 694-1225, <mailto:ahectorCTR@fec.gov>.

C.2 Tasks of Base Contract

- a. The Contractor shall digitize approximately 140 rolls of 16mm silver halide thin (2.5 mil) microfilm. Each roll of microfilm contains approximately 5,500 images on sequentially numbered frames, with one image per blipped frame, for a total of approximately 770,000 images.
- b. The microfilm images are of public record documents from approximately 4,800 closed enforcement cases and are generally organized on a case-by-case basis, in the order in which the cases were closed.
 - 1. The FEC seeks a Contractor that can provide the FEC with a digital library comprised of a separate electronic file containing the scanned images of documents from each of the approximately 4,800 cases with each file titled according to case number as listed in the Index provided by the FEC.
 - 2. In certain instances, images of documents related to a single enforcement case might appear in non-adjacent pages on the microfilm. The Index will identify the cases that have additional documents that appear in non-adjacent pages on the microfilm. In this event, the Contractor will be required to create one electronic file of all the case documents for a single enforcement case.
- c. The FEC seeks digital images in gray scale at a minimum of 400 dots per inch (dpi).
- d. The FEC seeks digital images that have been cropped to remove any borders, de-skewed, and de-speckled.
- e. The FEC seeks digital images that have been processed through current state-of-the-art image sharpening and enhancement software.
- f. The FEC seeks digital images that have been processed through current state-of-the-art optical character recognition (OCR). Proposed OCR solutions should include a detailed description of the software and processes to be used and an assessment of expected results based on the sample rolls of microfilm available from the FEC.

EXHIBIT C

STATEMENT OF WORK FOR MICROFILM ARCHIVE SCANNING PROJECT

- g. The FEC seeks digital images for each enforcement case that have been saved as a separate file using portable document format (PDF) and given a file name as indicated in the Index provided by the FEC.
- h. The FEC seeks a Contractor that will maintain an “exceptions log” that will include a listing of all images that could not be processed under normal procedures to best available industry standard quality levels (e.g., poor image, missing pages, etc.). The Contractor would notify the FEC as to the number and status of the exceptions, and would develop and implement corrective actions, if possible. Proposals should describe in detail the approach to be taken to processing these exceptions.
- i. The FEC seeks a Contractor that will provide a safe and secure facility capable of digitizing unclassified documents.
- j. The FEC seeks a Contractor that will maintain an electronic backup of the digitized files until the FEC sends the Contractor a letter of acceptance, at which time the Contractor would erase or destroy all backups or duplicated files.
- k. The FEC shall deliver approximately 140 boxed rolls of microfilm, as well as the Index, to the Contractor either by courier or by overnight delivery service to the Contractor. The FEC will make all boxed rolls of microfilm and the Index available immediately upon execution of this Contract. The FEC will make available sample rolls of the microfilm to any vendor that is considering making a proposal for this Contract. *See C.1(e)*, above.
- l. The FEC seeks a Contractor that will return the rolls of microfilm in the exact same condition, and organized in the same way, as they were received by the Contractor, as well as the digital library of files using one or more methods acceptable to the FEC, such as hard drives, DVD or Secure FTP.

C.3 Deliverables of Base Contract

- a. The FEC seeks a Contractor that will provide the FEC with a digital library containing a separate searchable PDF file for each enforcement case as identified in the Index supplied by the Commission. These PDF files will contain images for each microfilm page included in the original source material for that case. These images will have been processed through OCR software. Each file will be named according to the Index provided by the FEC.
- b. The digital library will be delivered using one or more methods acceptable to the FEC, such as hard drives, DVD or Secure FTP.

EXHIBIT C

**STATEMENT OF WORK
FOR
MICROFILM ARCHIVE SCANNING PROJECT**

- c. Acceptance of the library by the Commission will be contingent on the FEC's ability to properly read and store the digital material provided by the Contractor. A list of the page count contained within the library file for each case will be provided by the Contractor.
- d. The Contractor must use commercially acceptable quality control procedures. Inspection hardware and software should be of appropriate quality, accuracy and quantity to ensure that all requirements of this Base Contract are met. The FEC seeks a Contractor that will perform sufficient image inspection to ensure that the digitized images are complete, and are not skewed or blurry. Proposals should include a detailed description of quality control processes being offered, as well as a detailed description of how the Contractor will report the results of its quality control processes to the FEC.
- e. The FEC seeks a Contractor that will also deliver an exceptions log identifying all material that could not be successfully scanned or successfully processed by the OCR system and any specific efforts made to identify those exceptions within the library file.

C.4 Option 1

- a. As indicated above, the microfilm images are organized on a case-by-case basis with a separator page on the microfilm between each case. However, each enforcement case consists of several separate documents and the FEC is also considering, as an optional modification of the scope of this Contract, having the Contractor sub-divide each enforcement case into a separate file for each of the multiple documents that make up the entire file of a particular case.
- b. The FEC seeks information about whether a Contractor has technological capacity for automated document definition (i.e., identification of where each document begins and ends) within a given case and that could then provide a separate digital file for each document within a given enforcement case. Ideally, the FEC seeks a Contractor that would create a "PDF Package" for each enforcement case that would consist of a separate PDF file for each individual document within the "PDF Package" that makes up the entire enforcement case.
- c. The FEC only seeks information from vendors on Option 1. The FEC will proceed with the Scope of Work identified in the Base Contract regardless of any information received with respect to Option 1 and vendors need not provide information with respect to Option 1.

C.5 Option 2

- a. The microfilm images under this Contract are of public record documents from closed enforcement cases dating from 1976 through 1998. Digitized images of documents from closed FEC enforcement cases dating from 1999 through to the present are already

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accessible on the Internet through the FEC's Enforcement Query System (EQS) database, which can be accessed at the FEC's website, www.fec.gov or from <http://eqs.nictusa.com/eqs/searcheqs>. Please contact Mr. Robert Biersack, Special Assistant to the Staff Director for Data Integration, 999 E Street, N.W., Washington, D.C. 20463, (202) 694-1658 or (800) 424-9530, rbiersack@fec.gov, for further information about EQS.

- b. The FEC intends at a later date to link the digitized images produced under this Contract to the existing features in the FEC's EQS database. In order to do this, the FEC will need to index each document with certain fields of information including: type of document, subject of document, date of document, case number, case name, date case was opened, date case was closed, names of respondents, names of complainants, names of party representative such as legal counsel, regulatory and statutory citations, etc. The FEC seeks information from vendors on how to facilitate an easier transition when the FEC decides to move forward with linking these images to the EQS database.
- c. The FEC only seeks information from vendors on Option 2. The FEC intends at the present time to proceed with the Scope of Work identified in the Base Contract regardless of any information received with respect to Option 2 and vendors need not provide information with respect to Option 2.

C.6 Contractor Furnished Property

The Contractor shall be responsible for providing any and all personnel, equipment, support software and material required to complete the scope of the Base Contract.

C.7 Inspection and Acceptance

Testing, inspection and acceptance shall be performed in accordance to terms and conditions of GSA schedule contract clause 52.212-4.

C.8 Place of Performance

All work required under the Base Contract and any renewal thereof for FEC data conversion and management shall be performed exclusively at the Contractor's facilities.

EXHIBIT D - FEC CLAUSES & SPECIAL PROVISIONS
"SERVICE RELATED AWARDS" under GSA & SEWP ORDERS

ORDER OF PRECEDENCE: The following clauses and provisions shall take precedence over any conflicting terms and conditions included within the Contractor's quotation or elsewhere. All applicable GSA Schedule terms/conditions are considered to be incorporated and are shown within Exhibit D, Attachment #1.

1. **Central Contractor Registration (CCR):** As part of doing business with the Federal Government, it is mandatory that vendors/contractors providing supplies or services to the Federal Government register and maintain an active account for their business in the Central Contractor Registration (CCR) database – <http://www.bpn.gov>. CCR validates the registrant information and electronically shares the secure encrypted data with federal agencies' finance offices to facilitate payments through electronic funds transfer (EFT).
2. **Release of Information:** No FEC data shall be divulged to any unauthorized person for any purpose. The Contractor shall clear with the Contracting Officer (CO) any public release of information on this contract, to include news stories, articles, sales literature, advertisements, radio-TV spots, etc. Any request for public release of information should be addressed to:

Federal Election Commission
Office of the CFO
Director of Procurement Rm. 819-H
999 E Street, N.W.
Washington, D.C. 20463

3. **Handling of Third-Party Requests for Access to Records:** In the event that the Contractor receives a subpoena or any other request for access to data first produced under this contract, the Contractor shall immediately notify the Contracting Officer's Technical Representative (COTR) and the CO, so that the Government (FEC) may intervene or take action it deems necessary to protect its interests.
4. **Non-Disclosure of Confidential Data Statement:** Although the Base Contract does not contemplate the Contractor having access to confidential data under this Contract, within ten business days of receipt of notice of award, the Contractor shall provide a signed copy of the FEC Non-Disclosure Agreement (See Attachment 2) for all personnel involved in the engagement. Approved replacement personnel shall provide a completed agreement when assigned to this contract. No access will be given until the Non-Disclosure Agreements are provided to the CO with a copy to the COTR.
5. **Payment:** Original invoices are to be submitted to the billing office identified below. For purposes of this contract the designated payment office is:

Federal Election Commission
Finance Office, Rm. 820-A
Attention Ms. May Sprague
999 E Street, N.W.
Washington, D.C. 20463
Fax No. (202) 219-3803

Preferred Invoice Method: The Contractor may also invoice electronically by sending the invoice to fecinvoices@fec.gov and should request return receipt verification.

EXHIBIT D - FEC CLAUSES & SPECIAL PROVISIONS

"SERVICE RELATED AWARDS" under GSA & SEWP ORDERS

6. **Invoice Requirements:** All Invoices must include the following information:
- A. Name and address of the Contractor
 - B. Invoice Date
 - C. FEC Contract Number
 - D. GSA SCHEDULE NUMBER
 - E. Line Item(s) being invoiced
 - F. Any corrections to previous month's charges for an applicable sub-part will be reported separately and clearly with a narrative.
 - G. Any information or documentation required by provision of the contract.

NOTE: Contractor payment/financial information are obtained through the CCR Database by the FEC payment operations center. It is the Contractor's responsibility to ensure that the CCR contains accurate payment information and that the CCR account is in an active status. Invoices paid late because of inaccurate CCR information are not subject to interest payments under the Prompt Payment Act.

7. **Contracting Officer's Technical Representative:** The Contractor may only accept technical direction during the period of performance from the COTR, providing such direction is within the scope of the contract.
- A. **COTR Authority:** The COTR is not authorized to change the scope of work as stated in the contract or obligate the FEC in any way. The CO is the only agent for the FEC who has the authority to obligate the FEC or change the contract terms and conditions. Any such revision or obligation shall be authorized in writing only by the CO. Any monies incurred beyond the dollar amount specified in this contract or its modifications may not be paid and does not warrant interest payments as stipulated under the Prompt Payment Act.

Specifically, but not inclusive of all items/services, the COTR may not:

- 1) Assign additional work outside the Statement of Work (SOW) for the contract;
 - 2) Request or Constitute a change as defined in the contract clause entitled "Changes";
 - 3) In any manner cause an increase or decrease in the contract price or the time required for performance;
 - 4) Change any of the expressed terms, conditions or specifications of the contract; or
 - 5) Interfere with the Contractor's right to perform the terms and conditions of the contract.
- B. **COTR Responsibilities:** The COTR for this contract may not reassign task monitor duties to other FEC staff, without written approval from the CO. In the event of reassignment of tasks, the COTR still remains the responsible individual for overall monitoring responsibilities. All changes to the contract will be requested and/or executed in writing and can only be issued by the CO.

The COTR is responsible for:

- (1) Monitoring the Contractor's technical progress, including the assessment of performance and recommending to the CO changes in scope of work, contract schedules and/or specifications to meet changes in requirement;
- (2) Advising on technical matters within the scope of work;

EXHIBIT D - FEC CLAUSES & SPECIAL PROVISIONS

"SERVICE RELATED AWARDS" under GSA & SEWP ORDERS

- (3) Performing technical evaluation as required;
- (4) Performing technical inspections and acceptances required by this contract; and
- (5) Assisting the Contractor in the resolution of technical problems encountered during performance.

C. **COTR Technical Direction:** All technical direction (within the SOW) shall be issued in writing by the COTR. All technical direction shall be in writing (hardcopy or email). The Contractor shall proceed promptly with the performance of technical directions duly issued in the manner prescribed in this clause and within the authority of the Contractor under the provisions of this clause. If at any time the Contractor believes that the direction is outside of the scope of agreed to services they shall immediately seek out the CO with a written request for determination and final decision. Any work performed prior to a decision or in conflict of the decision is subject to non-payment and if needed will be resolved through the "Disputes" clause of the Federal Acquisition Regulation (FAR).

(1) If, in the opinion of the Contractor, any instruction or direction by the COTR would increase the cost of the contract or result in work outside the scope of this contract, the Contractor shall not proceed but shall immediately notify the CO in writing with a request for modification or equitable adjustment. It is anticipated that within 30 days of receiving the notification from the Contractor, the CO will either issue an appropriate contract modification or advise the Contractor in writing of what actions need to occur.

(2) A failure of the Contractor and CO to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the "Disputes" clause of the FAR.

8. **Inspection and Acceptance:** Inspection and acceptance will be accomplished by the COTR for services performed and delivered. The FEC may accept, conditionally accept, or reject any deliverables within the review periods allotted by the SOW. All acceptance/no acceptance/conditional acceptances for final deliverables will be accomplished within ten (10) calendar days of receipt of the deliverables. A notice of conditional acceptance shall state any corrective action required by the Contractor. If the deliverable is rejected, the Contractor may be required, at the option of the FEC, to correct any or all of the deliverable and bear all costs associated with the correcting. The FEC shall take action on the corrected deliverable within the time frame specified. The COTR shall be responsible for receipt of all deliverables.

9. **Assignment of Contracting Officer and Contracting Officer's Technical Representative:**

The Contracting Officer is:

Ms. Mary Sprague

Chief Financial Officer

Federal Election Commission, 999 E Street, N.W., Rm. 819-H, Washington, D.C. 20463

Phone No. (202) 694-1217

Fax No. (202) 219-3803

E-mail: msprague@fec.gov

EXHIBIT D - FEC CLAUSES & SPECIAL PROVISIONS
"SERVICE RELATED AWARDS" under GSA & SEWP ORDERS

The Contracting Officer's Technical Representative is:

Ms. Patricia Young
Public Disclosure Division, Director
Federal Election Commission, 999 E Street N.W., Rm. 129
Washington, D.C. 20463
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10. **Place of Performance:** All work required under the Base Contract and any renewal thereof for FEC data conversion and management shall be performed exclusively at the Contractor's facilities.
11. **Alternate Work Location:** Upon approval by the COTR, the Contractor may perform part of the review at an alternate Contractor location. Any request for this action must be approved by the COTR and notice provided to the CO and noted in the contract prior to award or via modification if changed after award.
12. **Travel:** Travel is not anticipated. However, should any travel be required, a modification to the contract will be negotiated at the time it is required. Any such modification will require adherence to the Federal Travel Regulations (FTR).
13. **Period of Performance:** Anticipated performance is targeted for 60-days from notice of contract award for all work under the Base Contract as described within the SOW. The optional items are not part of the award and are as such not included within the award term.
14. **FEC Furnished Property and Services:** The FEC shall furnish only the property and services as described within the SOW.
15. **Contractor Furnished Property and Services:** The Contractor shall be responsible for providing any and all personnel, equipment, support software and material not furnished by FEC in paragraph #14 required to complete the scope of the Base Contract.
16. **Organizational Conflicts of Interest:** If the Contractor is aware, or becomes aware during the period of performance of this contract, of any facts that might create an actual or potential conflict of interest, the Contractor shall immediately provide a detailed disclosure of such facts to the COTR and the CO. At the request of the COTR or the CO, the Contractor shall provide a conflict of interest avoidance or mitigation plan to the COTR and the CO. If such a plan is requested, continued performance under this contract may be conditional upon the CO's approval of the plan. If approved by the CO, the conflict of interest avoidance or mitigation plan shall be deemed incorporated into this contract, pursuant to this provision. This provision shall be included in any teaming or subcontract agreements with respect to work performed under this contract.
17. **Access to Data:** The Contractor shall have access to the information and individuals necessary to conduct the work outlined within the contract. Should the Contractor encounter excessive delays in getting access to data, the circumstances should be brought to the attention of the COTR for immediate resolution. As a minimum, delays of four business days

EXHIBIT D - FEC CLAUSES & SPECIAL PROVISIONS

"SERVICE RELATED AWARDS" under GSA & SEWP ORDERS

or more past the promised delivery time or unreasonable promised delivery times may be considered excessive for purposes of notifying the COTR.

18. Non-Disclosure of Confidential Data (See Also Paragraph #4 and Attachment 2 (Non-Disclosure Agreement)):

A. Although the Base Contract does not contemplate the Contractor having access to confidential data under this Contract, the Contractor shall not divulge information obtained from the FEC to any person for any purpose, except for performance in connection with this contract; shall not directly or indirectly use or allow the use of FEC information for any purpose other than that directly associated with officially assigned duties; and shall not, either by direct action or by counsel, discussion, recommendation, or suggestion to any unauthorized person, reveal the nature or content of any FEC information. The foregoing obligations, however, shall not apply to information that--

- (1) At the time of receipt by the Contractor, is in the public domain;
- (2) Is published by others after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
- (3) The Contractor can demonstrate was already in its possession at the time of receipt thereof and was not acquired directly or indirectly from the FEC or other companies; or
- (4) The Contractor can demonstrate was received by it from a third party that did not require the Contractor to hold it in confidence.

B. The Contractor shall obtain from each employee permitted access a written Non-Disclosure Agreement (Attachment 2), that the employee will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization or the FEC directly concerned with the performance of the contract.

19. RESERVED

20. **Removal of Contractor Personnel From Project:** The Contractor shall immediately remove any employee from performance of work under this contract, and shall expeditiously replace that employee with one deemed acceptable to the COTR, upon receiving notice from the CO that the employee's performance is unsatisfactory.

21. **Security Requirements:** Although the Base Contract does not contemplate the Contractor working on FEC premises under this Contract, the procedures in this section shall apply to all individuals fulfilling any of the requirements set forth in this contract in the event that it becomes necessary for the Contractor to be onsite at FEC headquarters for a period of thirty-days or more. All Contractor personnel working on FEC premises shall adhere to FEC security requirements. Presently, Contractor personnel are required to wear identification badges while on-site. The Contractor is responsible for assuring that ID badges, access cards, and any other FEC-owned property, are protected at all times and promptly returned to the FEC at the conclusion of the employee's work at the site, and shall be returned at any other time upon request of the FEC. All replacement costs for any items lost or not returned are borne by the Contractor. All FEC furnished materials must be stored securely at all times. Secure storage facilities will be provided at 999 E Street, N.W., Washington, D.C. 20463.

EXHIBIT D - FEC CLAUSES & SPECIAL PROVISIONS

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A. Clearance Requirements for Contractor Personnel:

- 1) Authority: Because Contractor personnel may have access under this contract to sensitive agency data and computer equipment subject to strict security controls, and/or may have access to a Federal facility/building; the clearance procedures set forth in this section are necessary and shall be used to determine the suitability of such individuals for such purposes.
- 2) Adherence under the following authorities: NIST Publication SP 800-4 (1992) (Computer Security Considerations in Federal Procurements) and the Privacy Act, 5 U.S.C. 552a, requiring Federal agencies to establish procedures and safeguards to protect agency systems of records pertaining to individual. Office of Personnel Management (OPM) regulations relating to background investigations of Contractor personnel, 5 C.F.R. Part 736.

- B. **Procedures:** Although the Base Contract does not contemplate the Contractor working on FEC premises under this Contract, if the Contractor and/or any subcontractor is to be onsite at FEC headquarters for a period of thirty-days or more the Contractor will follow the procedures outlined within the following guidance unless as determined by the FEC Security Officer they can be exempted.

Note: All items requested below shall be submitted in a sealed envelope to the COTR with the envelope clearly stating the Contractor's name, contract number, anticipated start date of contract. This is done so the COTR can simply pass the forms to the FEC Security Officer without viewing any personally identifiable information. The COTR's name should also be written on the envelope. All forms to be submitted without alteration or changes to said forms, at least 30 working days before the individual may begin work or be given access to any system, agency records, data, or information in connection with this contract.

1) Fingerprinting and Forms Submission:

- a. It is the responsibility of the Contractor to ensure that each individual employed or otherwise retained by the Contractor to perform work under this contract be fingerprinted at the FEC, a local police station or downtown Washington D.C. at 1634 I Street, N.W. The contact number to the 1634 I Street location is (202) 628-3716. The cost for the prints is \$25 which must be payable upon receipt. The original fingerprint cards must be placed in a sealed envelope to be delivered to the COTR. If the envelope is being mailed, the FEC recommends using a service such as UPS or FedEx. Do not send via United States Post Office mail.
 - b. The Contractor must submit to the FEC Security Officer Optional Form ("OF") 306 (Declaration for Federal Employment) and answer Questions 1, 7-12, 15, and 16a only.
 - c. The Contractor shall be responsible for all costs associated with completing the forms required by the FEC Security Officer.
- 2) **Additional Forms:** In addition to the above forms, individuals employed or retained by the Contractor to fulfill contract positions or duties for 30 days or more, and any individual designated to fulfill certain sensitive contract positions or duties as

EXHIBIT D - FEC CLAUSES & SPECIAL PROVISIONS

"SERVICE RELATED AWARDS" under GSA & SEWP ORDERS

determined by the FEC Security Officer, shall be required to submit to the COTR, along with the initial submission and as outlined above, one SF-85 or SF-85P (and any additional investigative forms) based on a risk determination by the FEC Security Officer that shall take into account the sensitivity level of the contract position or duties assigned to the individual, the individual's access, if any, to nonpublic or confidential information, and any other relevant considerations. The above forms can be downloaded from the Office of Personnel Management website using the following steps:

- www.opm.gov/forms
- click on link "Standard Forms (SF)"
- scroll down list and locate SF-85 (Questionnaire for Non-Sensitive Positions) or SF-85P (Questionnaire for Public Trust Positions)

Note: All documents must be completed thoroughly to avoid processing delays

- 3) **Background Investigations:** The FEC Security Officer shall coordinate the screening of all forms for any adverse or derogatory information, as denoted, for example, by a "yes" to questions 8-12, by additional information in Block 15 on the OF-306, or by information on any additional forms that may be required, as discussed above.
 - a. A background investigation will be initiated on all Contractor personnel before such an employee is permitted to begin work or be given access to agency systems, records, data, or information under this contract. The background investigation may be conducted in cooperation with or with the assistance of other relevant government agencies or entities, including, but not limited to, OPM, including referral to appropriate law enforcement authorities in the event of material falsification or other evidence of unlawful conduct.
 - b. To the extent agency records pertaining to these background investigations are subject to the Privacy Act, such records shall be maintained and used in accordance with the applicable Privacy Act system notice(s) pertaining to the agency's personnel background investigations. (Note: Neither the maintenance of such records in the above-described system(s), nor the fact that this contract requires individuals to complete certain forms or submit to background investigations that may also apply to FEC employees, shall be deemed to render such an individual a Government or FEC employee in any manner).
 - c. If, as a result of a background investigation, significant adverse or derogatory information is found that may result in a unsuitability determination, the FEC Security Officer shall notify the CO, COTR, and the relevant individual. The individual will be notified in writing (Statement of Reasons) of the derogatory information and shall have 30 days to respond or dispute the results of the investigation. If after receiving the individual's response, the FEC Security Officer still determines that the individual is unsuitable to fulfill the contract position or duties in question, the individual will be notified in writing of that final determination and disqualification.
- 4) **Suitability Determinations:** The FEC shall have and exercise full and complete control over these suitability determinations.

EXHIBIT D - FEC CLAUSES & SPECIAL PROVISIONS

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- a. The FEC may, as it deems appropriate, authorize and grant temporary access and/or interim clearance to employees of the Contractor. However, the granting of temporary access and/or interim clearance to any such individual shall not be considered as assurance that a fully favorable suitability determination will follow as a result or condition thereof, and the granting of either temporary access and/or interim clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such access or clearance by the FEC.
- b. Failure of an individual to follow the required procedures by this contract may result in suspension/termination of such individual's FEC clearance/access.

5) Issuance of Contractor Badges:

- a) Badging for Contractors is normally issued at the FEC badging contractor's facility located in Fairfax, VA. Once authorized it is normally the Contractor's responsibility to take the paperwork provided and its employees to that location for official badge issuance. In some scenarios the FEC may be sponsoring an on-site badge day and may allow the Contractor to obtain badges at the FEC HQ location.
- b) Contractor employees may begin work on any day of the week, as directed by the COTR, but will be required to sign in and obtain a visitors badge on a daily basis until an official FEC badge is obtained. Until the badge is obtained Contractors will not have access to any information technology (IT) services, hardware, online access (e.g., username and password).
- c) In addition until Contractor personnel are processed through the FEC Security Officer and applicable FEC IT training requirements have been met access will be denied.

NO CONTRACTOR SHALL BE ISSUED ACCESS TO THE BUILDING OR ONSITE WORK LOCATION WITHOUT FIRST BEING APPROVED BY THE SECURITY MANAGER AND THE FEC PROCESSES IDENTIFIED ABOVE.

C. RESERVED

D. Data Breaches: The Contractor shall comply with all contractual and Federal information security, privacy and confidentiality requirements applicable to the operation, maintenance or support of a Federal information system this includes FEC internal IT security policies.

- 1) The Contractor shall be required to prevent and remedy data breaches and to provide the FEC with all necessary information and cooperation, and to take all other reasonable and necessary steps and precautions, to enable the FEC to satisfy its data breach reporting duties under applicable law, regulation, or policy in the event, if any, that a breach occurs.
- 2) Special attention should be paid to OMB Memorandum 06-19 (July 12, 2006), particularly the extremely urgent reporting time frames included therein for certain breaches, as well as to any other subsequent laws, regulations, or policy governing data breaches that may arise during the performance of the contract.

FEDERAL ELECTION COMMISSION (FEC)

**EXHIBIT D – ATTACHMENT #1
GSA SCHEDULE CLAUSE AND PROVISION INFORMATION**

The delivery order issued will be under one of the below identified GSA schedules and as applicable follow the terms and conditions of said schedule along with the FEC Specific Provisions set forth within Exhibit D. The FEC specific conditions shall take precedence unless violation of the FAR, state or federal law or a change agreeable to the Contracting Officer occurs.

Schedule 36 – The office, imaging and document solution

51 409 Network, Optical Imaging Systems and Solutions The contractor will provide hardware and software to enable the user to migrate unstructured paper and electronic data into an electronic document. The user will have the capability to search for documents from a variety of sources such as desktop personal computer, intranet/internet, LAN/WAN. The software will support the user's needs in capturing data in typed print, handprint, mark sense and barcode, electronic data and paper documents into an electronic format and media of choice, in a reliable, secured operating environment. The contractor will provide one or more of the following software/hardware components into medium of choice: Data & Document Capture, Document Imaging, COLD, Document Management, Storage Management, Document Management Scanner, and other related equipment. This SIN also includes equipment that provides solutions for small to medium size offices to allow the user to capture documents file documents and retrieve data in seconds. This gives the user the ability to find documents anytime and does not require software installation. This information can be retrieved from the Web browser.

Document Storage Solutions are designed to deliver and maintain on/off line storage solutions for users who need to present, share, archive and distribute information on CD, DVD, DVRAM and other related mediums. Network protocols are widely used to obtain stored data. This SIN also includes directly related accessories, attachments, software and supplies.

Schedule 36 – The office, imaging and document solution

51 506 Document Conversion Services Document Conversion Services convert from an original paper document, data, or graphics into digital data, and transferred to a new media and format for use in a document imaging and storage system. These services may include: (1) back file and day forward conversion, data entry, state-of-the art scanning, and/or (2) indexing, hyper link, web hosting, media of choice, blowback, classified and non-classified documents.

Schedule 70 – general purposecommercial information technology equipment, software and services

132 51 Information Technology Professional Services - SUBJECT TO COOPERATIVE PURCHASING Includes resources and facilities management, database planning and design, systems analysis and design, network services, programming, millennium conversion services, conversion and implementation support, network services project management, data/records management, subscriptions/publications (electronic media), and other services.

SCHEDULE 36



Search by schedule number

Contract Clauses For Schedule : 036 - Solicitation: 3FNJ-CI-000001-B Refresh 17	
Clause Number	Clause Title
52.202-1	DEFINITIONS (JUL 2004)
52.203-3	GRATUITIES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I -- OCT 1995)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-7	CENTRAL CONTRACTOR REGISTRATION (JUL 2006)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (OCT 2008)
52.212-4	CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (OCT 2008)
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2008)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) (ALTERNATE IV - OCT 1997)
52.216-18	ORDERING (OCT 1995) (DEVIATION II - FEB 2007)
52.216-19	ORDER LIMITATIONS (OCT 1995) (DEVIATION II - FEB 2007)
52.216-22	INDEFINITE QUANTITY (OCT 1995) (DEVIATION I - JAN 1994)
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUN 2007)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2007)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2008)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-3	CONVICT LABOR (JUN 2003)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
52.222-41	SERVICE CONTRACT ACT OF 1965 (NOV 2007)
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006)
52.222-49	SERVICE CONTRACT ACT -- PLACE OF PERFORMANCE UNKNOWN (MAY 1989)

52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (ALTERNATE I - JUL 1995)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.225-3	BUY AMERICAN ACT -- FREE TRADE AGREEMENTS -- ISRAELI TRADE ACT (AUG 2007) (ALTERNATE II -- JAN 2004)
52.225-5	TRADE AGREEMENTS (NOV 2007)
52.229-1	STATE AND LOCAL TAXES (APR 1984)
52.232-17	INTEREST (JUN 1996) (DEVIATION I - MAY 2003)
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) (DEVIATION I - MAY 2003)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999) (DEVIATION I - FEB 2007)
52.232-36	PAYMENT BY THIRD PARTY (MAY 1999) (DEVIATION I - MAY 2003)
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)
52.233-1	DISPUTES (JUL 2002)
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS (AUG 2003)
52.242-13	BANKRUPTCY (JUL 1995)
52.242-15	STOP-WORK ORDER (AUG 1989)
52.243-1	CHANGES--FIXED-PRICE (AUG 1987) (ALTERNATE II -- APR 1984)
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)
52.246-6	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001) (DEVIATION I - MAY 2003)
52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)
52.247-34	F.O.B. DESTINATION (NOV 1991) (DEVIATION I - MAY 2003)
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006)
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.--FLAG COMMERCIAL VESSELS (FEB 2006) (ALTERNATE I -- APR 2003)
52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS (JAN 1991)
52.247-68	REPORT OF SHIPMENT (REPSHIP) (FEB 2006)
52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
552.203-71	RESTRICTION ON ADVERTISING (SEP 1999)
552.211-15	DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM REQUIREMENTS (SEP 2004)
552.211-73	MARKING (FEB 1996)
552.211-74	CHARGES FOR MARKING (FEB 1996)
552.211-78	COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996)
552.212-70	PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)
552.212-71	CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)
552.212-72	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (SEP 2003)
552.215-71	EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (JUL 2003)
552.215-72	PRICE ADJUSTMENT--FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997)

552.216-72	PLACEMENT OF ORDERS (SEP 1999) (ALTERNATE IV -- FEB 2007)
552.228-70	WORKERS COMPENSATION LAWS (SEP 1999)
552.229-71	FEDERAL EXCISE TAX--DC GOVERNMENT (SEP 1999)
552.232-23	ASSIGNMENT OF CLAIMS (SEP 1999)
552.232-74	INVOICE PAYMENTS (SEP 1999)
552.232-77	PAYMENT BY GOVERNMENTWIDE COMMERCIAL PURCHASE CARD (MAR 2000) (ALTERNATE I - MAR 2000)
552.232-78	PAYMENT INFORMATION (JUL 2000)
552.232-79	PAYMENT BY CREDIT CARD (MAY 2003)
552.232-8	DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8)
552.232-83	CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003)
552.238-71	SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS (SEP 1999) (DEVIATION I - DEC 2004)
552.238-72	IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP 2003)
552.238-73	CANCELLATION (SEP 1999)
552.238-74	INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2003)
552.238-75	PRICE REDUCTIONS (MAY 2004) (ALTERNATE I - MAY 2003)
552.238-75	PRICE REDUCTIONS (MAY 2004)
552.238-76	DEFINITION (FEDERAL SUPPLY SCHEDULES) -- RECOVERY PURCHASING (FEB 2007)
552.238-78	SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (MAY 2004) (ALTERNATE I -- FEB 2007)
552.238-80	USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY CERTAIN ENTITIES -- RECOVERY PURCHASING (FEB 2007)
552.243-72	MODIFICATIONS (MULTIPLE AWARD SCHEDULE) (JUL 2000)
552.246-73	WARRANTY--MULTIPLE AWARD SCHEDULE (MAR 2000)
C-FSS-370	CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003)
C-FSS-411	FIRE OR CASUALTY HAZARDS, OR SAFETY OR HEALTH REQUIREMENTS (OCT 1992)
C-FSS-412	CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2000)
D-FSS-456	PACKAGING AND PACKING (APR 1984)
D-FSS-465	EXPORT PACKING (APR 1984)
D-FSS-468	NON-MANUFACTURED WOOD PACKAGE MATERIAL FOR EXPORT (MAY 2004)
D-FSS-471	MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT (APR 1984)
D-FSS-477	TRANSSHIPMENTS (APR 1984)
F-FSS-202-F	DELIVERY PRICES (APR 1984)
F-FSS-202-G	DELIVERY PRICES (JAN 1994)
F-FSS-210-A	DELIVERY--F.O.B. ORIGIN (APR 1984)
F-FSS-230	DELIVERIES TO THE U.S. POSTAL SERVICE (JAN 1994)
F-FSS-244-B	ADDITIONAL SERVICE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES (MAY 2000)
F-FSS-736-A	EXPORT TRAFFIC RELEASE (OCT 1988)
G-FSS-900-C	CONTACT FOR CONTRACT ADMINISTRATION (JUL 2003)
G-FSS-906	VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAS) (JAN 1999)
I-FSS-103	SCOPE OF CONTRACT WORLDWIDE (JUL 2002)

I-FSS-106	GUARANTEED MINIMUM (JUL 2003)
I-FSS-108	CLAUSES FOR OVERSEAS COVERAGE (MAY 2000)
I-FSS-109	ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAR 1998)
I-FSS-140-B	URGENT REQUIREMENTS (JAN 1994)
I-FSS-163	OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)
I-FSS-314	FOREIGN TAXES AND DUTIES (DEC 1990)
I-FSS-40	CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)
I-FSS-50	PERFORMANCE REPORTING REQUIREMENTS (FEB 1995)
I-FSS-594	PARTS AND SERVICE (OCT 1988)
I-FSS-597	GSA ADVANTAGE! (SEP 2000)
I-FSS-599	ELECTRONIC COMMERCE--FACNET (SEP 2006)
I-FSS-60	PERFORMANCE INCENTIVES (APR 2000)
I-FSS-600	CONTRACT PRICE LISTS (JUL 2004)
I-FSS-624	OFFICE COPIER UTILIZATION GUIDELINES (MAY 2000)
I-FSS-639	CONTRACT SALES CRITERIA (MAR 2002)
I-FSS-644	DEALERS AND SUPPLIERS (OCT 1988)
I-FSS-646	BLANKET PURCHASE AGREEMENTS (MAY 2000)
I-FSS-680	DISSEMINATION OF INFORMATION BY CONTRACTOR (APR 1984)
I-FSS-90	PREFERENCE FOR SMALL BUSINESS CONCERNS (APR 1996)
I-FSS-965	INTERPRETATION OF CONTRACT REQUIREMENTS (APR 1984)
I-FSS-969	ECONOMIC PRICE ADJUSTMENT-FSS MULTIPLE AWARD SCHEDULE (JAN 2002)

SCHEDULE 70



Search by schedule number

Contract Clauses For Schedule : 070 - Solicitation: FCIS-JB-980001-B Refresh 23	
Clause Number	Clause Title
52.202-1	DEFINITIONS (JUL 2004)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)
52.203-3	GRATUITIES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I -- OCT 1995)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)
52.207-5	OPTION TO PURCHASE EQUIPMENT (FEB 1995)
52.212-4	CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (OCT 2008) (DEVIATION I FEB 2007)
52.212-4	CONTRACT TERMS AND CONDITIONS ? COMMERCIAL ITEMS (OCT 2008) (ALTERNATE I ? OCT 2008) (DEVIATION I ? FEB 2007)
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2009)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) (ALTERNATE IV - OCT 1997)
52.216-18	ORDERING (OCT 1995) (DEVIATION II - FEB 2007)
52.216-19	ORDER LIMITATIONS (OCT 1995) (DEVIATION II - FEB 2007)
52.216-22	INDEFINITE QUANTITY (OCT 1995) (DEVIATION I - JAN 1994)
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUN 2007)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2008)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
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52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
52.222-41	SERVICE CONTRACT ACT OF 1965 (NOV 2007)
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52.222-43	(NOV 2006)
52.222-51	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS (NOV 2007)
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52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
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52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
52.224-2	PRIVACY ACT (APR 1984)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.225-5	TRADE AGREEMENTS (MAR 2009)
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52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
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52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.237-3	CONTINUITY OF SERVICES (JAN 1991) (DEVIATION I - MAY 2003)
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52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006) (DEVIATION I - FEB 2007)
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)
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52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
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52.211-78	COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996)
52.212-70	PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)

552.212-71	CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)
552.212-72	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (SEP 2003)
552.215-71	EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (JUL 2003)
552.215-72	PRICE ADJUSTMENT--FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997)
552.216-70	ECONOMIC PRICE ADJUSTMENT -- FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I - SEP 1999)
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552.232-23	ASSIGNMENT OF CLAIMS (SEP 1999)
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552.232-78	PAYMENT INFORMATION (JUL 2000)
552.232-79	PAYMENT BY CREDIT CARD (MAY 2003)
552.232-8	DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8) (ALTERNATE I - MAY 2003)
552.232-81	PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)
552.232-83	CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003)
552.238-70	IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED (SEP 1991)
552.238-71	SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS (SEP 1999) (DEVIATION I - DEC 2004)
552.238-72	IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP 2003)
552.238-73	CANCELLATION (SEP 1999)
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552.238-76	DEFINITION (FEDERAL SUPPLY SCHEDULES) -- RECOVERY PURCHASING (FEB 2007)
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C-FSS-412	CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2000)
C-FSS-427	ANSI STANDARDS (JUL 1991)
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F-FSS-202-F	DELIVERY PRICES (APR 1984)
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G-FSS-900-C	CONTACT FOR CONTRACT ADMINISTRATION (JUL 2003)
G-FSS-906	VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAS) (JAN 1999)
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I-FSS-106	GUARANTEED MINIMUM (JUL 2003)
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I-FSS-163	OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)
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I-FSS-40	CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)
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I-FSS-594	PARTS AND SERVICE (OCT 1988)
I-FSS-597	GSA ADVANTAGEI (SEP 2000)
I-FSS-599	ELECTRONIC COMMERCE--FACNET (SEP 2006)
I-FSS-60	PERFORMANCE INCENTIVES (APR 2000)
I-FSS-600	CONTRACT PRICE LISTS (JUL 2004) (ALTERNATE 1 - DEC 2008)
I-FSS-639	CONTRACT SALES CRITERIA (MAR 2002)
I-FSS-644	DEALERS AND SUPPLIERS (OCT 1988)
I-FSS-646	BLANKET PURCHASE AGREEMENTS (MAY 2000)
I-FSS-680	DISSEMINATION OF INFORMATION BY CONTRACTOR (APR 1984)
I-FSS-91	SECTION 8(a) AWARD (MULTIPLE AWARD SCHEDULE) (OCT 2000)
I-FSS-918	IMPREST FUNDS (PETTY CASH) (MAY 2000)
I-FSS-969	ECONOMIC PRICE ADJUSTMENT-FSS MULTIPLE AWARD SCHEDULE (JAN 2002)



THE FEDERAL ELECTION COMMISSION
Washington, DC 20463

NONDISCLOSURE AGREEMENT FOR CONTRACTORS

1. I, _____, understand and acknowledge that I may be granted access to sensitive, protected, and confidential information related to the Federal Election Commission (FEC), including, but not limited to, information about individuals, including personally identifiable information, protected by the Privacy Act and other federal laws; information pertaining to the investigation, prosecution and conciliation of enforcement matters under the Federal Election Campaign Act, the unauthorized disclosure of which is a misdemeanor; proprietary or otherwise confidential commercial information owned by other third parties, such as software vendors to the FEC; and information related to the business, personnel and security practices of the FEC. I agree to use such information only in the course of my official duties in connection with the provisions of the below referenced contract.
2. **Disclosure of FEC information.** I agree to hold the FEC's sensitive, protected, and confidential information, including personally identifiable information, in whatever form or format, in strict confidence, and to take all reasonable precautions to protect against unauthorized use or unauthorized disclosure of such information, including but not limited to compliance with the Rules of Behavior and Acceptable Use Standards for Federal Election Commission Information and System Resources.
3. **Duty to report.** I agree to report immediately to an appropriate employee of the FEC any unauthorized use, unauthorized disclosure, or other breach of sensitive, protected, and confidential information of which I become aware, or which I suspect has occurred or may occur.
4. **Return of FEC material and information.** At the conclusion of my work under this contract, I will return to the FEC (or destroy, upon written approval of the Contracting Officer) all FEC material, including copies, and all records containing FEC material and information.
5. **Deactivation of Access to FEC Information System Resources.** Immediately at the conclusion of my work (no later than 1 business day) under this contract I agree to notify the FEC Information Technology HelpDesk, in writing, that I no longer require access to FEC Information Resources.
6. **Destruction of Personally Identifiable Information (PII).** Prior to final payment on the contract, I will verify with the COTR and/or contracting officer that I have destroyed any and all FEC PII that has come into my custody while working for or at the FEC. The destruction method must be consistent with FEC IT Security Policies.

7. **Exceptions.** I understand that this Agreement shall not apply to: (1) Disclosures of sensitive, protected, and confidential information approved in advance in writing by the Contracting Officer or an FEC employee who is at the Senior Level and above; or (2) Information that is or was publicly available by means other than my disclosure; or (3) Compliance with a valid court order; provided, however, that I agree to inform the General Counsel of the FEC as soon as possible after, and in no event more than one business day after, my receipt of such a court order, and to provide the General Counsel with a complete copy of the order.

_____ (contract number) _____ (company)

_____ (typed/printed name) _____ (signature)

_____ (mm/dd/yyyy)