

**BUREAU OF CONSUMER FINANCE PROTECTION
FINANCIAL WELL-BEING RESEARCH PROJECT**



AGREEMENT NO. XXXX

ISSUED BY: Abt Associates Inc.
6130 Executive Boulevard
Rockville, MD 20852
Subcontract Officer: TBD

Project Director: Donna DeMarco
Donna_Demarco@abtassoc.com

Project Administrator: XXXXX

STUDY SITE: XXXXXX
ADDRESS: XXXXXX
Telephone: XXXXXX
Technical Contact: XXXXXX
Contracts Contact: XXXXXX
DUNS #: Enter DUNS # (required)

EFFECTIVE DATE: [Date]

This Firm Fixed Price Agreement (“Agreement”) is entered into between Abt Associates Inc. (“Abt Associates”) and XXXXX (“Short Name”). Abt Associates was awarded BPA Number TPDCFPBPA13014A and Task Order number 203-439-18-F-00086 under GSA Contract GS-00f-252CA from the Consumer Finance Protection Bureau (“Client”, or “CFPB”), entitled “Financial Well Being Research Project” (“Project”). The objective of this project is to fund new research on financial well-being, including the delivery of a research paper, a research brief, and a presentation of the research at the CFPB Financial Well-Being Symposium in Washington D.C. in the fall of 2019.

Abt Associates has selected NAME to provide the Services described below under the following terms and conditions:

1. Price and Schedule

NAME agrees to provide services (“Services”) described in Article 2, Statement of Work, for a Firm Fixed Price of \$35,000.

The Agreement Schedule begins XXXXX and will be completed by XXXXX (“Schedule”). .

NAME shall be responsible for all costs required to perform the work outlined in Section 2.

2. Statement of Work

NAME will provide all required services and materials needed to complete the work described in Attachment A, Scope of Work.

3. Payment Terms

To secure payment, NAME shall submit the Scheduled Deliverable/Milestone in accordance with the Deliverables/Milestone Schedule per Attachment A and a signed invoice that includes the following required information:

- (a) Date and Invoice Number;
- (b) Project Name and Agreement Number;
- (c) Site name, address, phone, and email address;
- (d) Payment amount requested in accordance with the Deliverable/Milestone Payment Schedule.

Invoices shall be submitted in accordance with the agreed Payment Schedule to:

Abt Associates Inc.
Accounting Department
RE: XXXX, Agreement #
10 Fawcett Street, Cambridge MA 02138

Payments will be made after acceptance of the required deliverables and receipt of undisputed invoices. All payments to the NAME are subject to timely and complete performance, and acceptance of the services by Abt Associates and/or Abt Associates' client, as applicable. The final invoice shall be submitted no later than two months after the completion of deliverables under this Agreement.

4. Representations

NAME represents and certifies that:

- (a) NAME is aware of no known actual or perceived conflicts of interest or any other fact, circumstance or condition that would delay or interfere with its ability to perform the work contemplated under the Agreement. As a condition of award, NAME agrees to avoid any actual or perceived conflict of interest during the term of this Agreement. NAME agrees to immediately disclose to Abt Associates Inc., any actual or perceived conflict of interest that may arise as a result of its involvement in this Agreement. The provisions of this clause shall survive expiration or termination of this Agreement.
- (b) NAME is qualified to perform the work required under this Agreement. All information that NAME has provided to Abt Associates with respect to its qualifications, experience, affiliations, or financial records is accurate and complete.
- (c) NAME will not assign or subcontract any of the services required under this Agreement without the prior written consent of Abt Associates.
- (d) NAME represents it is an independent Party and is engaged in its own business. Nothing contained in this Agreement shall be construed to create a joint venture, agency relationship or partnership between the parties. NAME and its employees are not entitled to receive any benefits

that Abt Associates may provide to its employees, including but not limited to insurance, vacation or retirement benefits. NAME represents that it will obtain and maintain any workers' compensation that is legally required for Subcontractor or its employees.

- (e) NAME and its employees will comply with all applicable laws, ordinances, and regulations in executing obligations under this Agreement, including but not limited to, prohibition against terrorist financing, procurement integrity and other applicable US Government procurement regulations.
- (f) NAME represents that it (*please check all relevant boxes*):

is <input type="checkbox"/> is not <input type="checkbox"/> a small business concern;	is <input type="checkbox"/> is not <input type="checkbox"/> a veteran's business concern;
is <input type="checkbox"/> is not <input type="checkbox"/> a small disadvantaged business concern;	is <input type="checkbox"/> is not <input type="checkbox"/> a disabled veterans business concern
is <input type="checkbox"/> is not <input type="checkbox"/> a woman-owned small business concern;	is <input type="checkbox"/> is not <input type="checkbox"/> an ANC and Indian Tribe;
is <input type="checkbox"/> is not <input type="checkbox"/> a HUBZone small business concern;	is <input type="checkbox"/> is not <input type="checkbox"/> an ANC and Indian Tribe that are are not Small Businesses

* Alaska Native Corporations (ANCs) and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses

** Alaska Native Corporations (ANCs) and Indian tribes that are not small businesses

5. General Provisions

- (a) Abt Associates shall have the right to make unilateral no-cost extensions to the Schedule as may be required. Other proposed changes or any waiver of any provision of this Agreement will be enforceable only if mutually agreed to in writing by authorized representatives of Abt Associates and NAME.
- (b) All information and data provided by Abt Associates to NAME shall be deemed to be Confidential, and NAME agrees that this information and data: (1) will be used by NAME only for purposes of performing this Agreement; (2) will not be disclosed to any third party without the express written permission of Abt Associates, and (3) will be protected by NAME through implementation of procedures sufficient to prevent disclosure. The foregoing shall not prevent use or disclosure of information and data that: (1) are in the public domain or become publicly known through no fault of NAME; (2) are approved for use or disclosure in writing by an authorized Abt Associates representative; or (3) are legally compelled to be disclosed by a court of competent jurisdiction.
- (c) During the Period of Performance of this Agreement, NAME shall not publish or otherwise disclose, except to Abt Associates, any reports, data or information generated or obtained in the course of performing this Agreement (including without limitation, information or data obtained hereunder concerning private individuals protected by Privacy Act or HIPAA regulations, organizations, or public agencies or any other source under promise of confidentiality), without the prior written consent of an authorized Abt Associates representative. This limitation is only in effect for the duration of the Agreement, and expires as of the end of the Period of Performance.
- (d) With respect to any reports, data, or information produced by the NAME in the course of performing this Agreement, the Client, Abt Associates and NAME will have unlimited rights to use, disclose, reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, in any manner and for any purpose. . The provisions of this paragraph shall survive expiration or termination of this Agreement.

- (e) NAME agrees to indemnify and hold harmless Abt Associates, its officers, directors, and employees, against any loss or damage caused by NAME's negligent or willful acts or omissions in the performance of this Agreement. The provisions of this paragraph shall survive expiration or termination of this Agreement.
- (f) Abt Associates may at any time, by written notice, terminate this Agreement for default, in whole or in part, if NAME fails to perform as required by the Agreement and such failure is not corrected within ten days from the date of receipt of written notice from Abt Associates. In addition to any other rights and remedies provided by law, Abt Associates shall be entitled to purchase replacement services from an alternative source, and NAME shall be liable to Abt Associates for any excess costs for such replacement services. Further, Abt Associates may, by written notice, terminate this Agreement for its convenience. Upon termination for convenience, NAME shall be entitled to recover reasonable and allocable costs incurred as mutually agreed for services performed by NAME prior to the date of termination.
- (g) This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Massachusetts.
- (h) This Agreement, together with all attachments constitutes the entire agreement between the parties, and supersedes all previous and contemporaneous agreements or representations whether written or oral. This Agreement is binding on and shall inure to the benefit of the assigns, successors, and the legal representatives of the parties.
- (i) In the event that any one or more of the provisions of this Agreement should be held to be unenforceable, such determination shall not affect any of the other provisions of this Agreement.
- (j) Abt Associates' total aggregate liability howsoever arising from or connected with this Agreement, whether in contract, warranty or tort shall in no event exceed the net amounts paid to Subcontractor by Abt Associates under this Agreement. Whether in contract, warranty or tort, in no event shall Abt Associates, its employees, affiliates, or agents be liable for any special, incidental or consequential damages of any nature arising out of or in connection with this Agreement.
- (k) In the event access to Abt Associates' internal network systems will be needed by NAME to fulfill the requirements of this Agreement, NAME will be required to sign a separate Non-Disclosure Agreement with applicable protection provisions.
- (l) If you have any concerns or complaints about the manner in which this Agreement was awarded, including whether any ethical issues occurred either by Abt Associates, your organization, or another organization, Abt Associates has a Vendor Ethics and Compliance Helpline. This Helpline supports phone or web-based reporting and also supports anonymous reporting. Any issues reported to this Helpline will be investigated by a member of Abt's management.

The Vendor Helpline:

Phone: 888-928-4231)

Web: <http://www.integrity-helpline.com/abtassoc.jsp>

Both are available 24 hours a day, 7 days a week.

(m) Neither the confidentiality provision contained in the this Agreement, nor confidentiality provisions contained in any existing agreement with Abt Associates Inc. shall be construed to prohibit or otherwise restrict lawful reporting of waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

6. Dispute Resolution

All disputes arising in connection with this Agreement that cannot be resolved within a reasonable time following good faith attempts by the parties shall be finally settled in accordance with the Commercial Industry Rules of the American Arbitration Association, before a single arbitrator. Such arbitration shall be held either in Washington, DC or Boston, Massachusetts.

Judgment upon any award rendered may be entered in any court of competent jurisdiction; provided, however, that the arbitrator shall have no authority to add, modify, change or disregard any lawful terms of this Agreement or to provide any relief or award not provided for or consistent with the laws of the Commonwealth of Massachusetts.

7. Prime Award Flow-Down Regulations

The prime award flow-down rules and regulations are included as Attachment B and are incorporated as part of this Professional Services Agreement.

Where necessary to make the language of the FAR clauses applicable to the Subcontract, the term "Contractor" shall mean "NAME," the term "Contract" shall mean this "Agreement" the terms "Government," "Covered Entity," "Contracting Officer," and equivalent terms and phrases shall mean "Abt Associates" or "Abt Associates Subcontracts Administrator".

The following instances are exceptions to the general rules as provided above:

1. Where it is clear, by the context of the provision itself or the conditions under which it is being applied, that the reference is intended to refer to the Client, its officers or agents, or Abt Associates specifically;
2. Where an explicit provision of the Agreement states a contrary intent;
3. Where access to proprietary financial information or other proprietary data is required; or
4. Where interpretation in accordance with the rules stated above would place Abt Associates in a position of violating the equivalent or related provisions of the Prime Contract whereas construction of the terms without modification would not.

No provision contained in a FAR clause shall be taken to imply any direct access on the part of NAME to the Disputes process as defined in the terms of Abt's Prime Contract, but rather shall be governed by the "Disputes" provision included in this Agreement.

NAME certifies as of the time of award of this Agreement that neither NAME, nor its principals, are debarred, suspended, or proposed for debarment by the Federal Government.

NAME hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this Agreement.

IN WITNESS WHEREOF, Abt Associates and NAME have caused this Agreement to be executed by their duly authorized representatives as of the effective date noted on Page 1.

FOR: ABT ASSOCIATES INC.

FOR: XXXXX

Signature

Signature

Printed Name and Title

Printed Name and Title

ATTACHMENT A

SCOPE OF WORK And DELIVERABLES/MILESTONES PAYMENT SCHEDULE

1. Introduction/Background

Abt Associates is providing support to the CFPB in (a) selecting and commissioning ten new research papers that use the BCFP's Financial Well-Being Scale and (b) sponsoring a symposium to highlight those papers and encourage researchers and policymakers to contribute to the body of knowledge on financial well-being. The papers and symposium present an important opportunity to spotlight the wide applicability of the CFPB's Financial Well-Being Scale and encourage its adoption as an outcome metric for the financial capability field.

2. Scope/Objectives

Abt Associates, on behalf of the Bureau of Consumer Financial Protection, is subcontracting with (Name/Affiliation) to conduct research on (topic) resulting in a research paper, brief, and presentation at the Financial Well-Being Symposium on November 13, 2019 in Washington DC. The research conducted under this subcontract will adhere to the proposal submitted by the subcontractor under the Call for Research Proposals for the Financial Well-Being Symposium, released in March 2019 by Abt Associates on behalf of the CFPB.

3. Project Tasks

The following describes the tasks to be completed under this subcontract.

- **Task 1: Workplan:** A draft and final project work plan with a schedule of deliverables and a description of the research design and analysis plan;
- **Task 2: Monthly Progress Reports:** Brief reports (due on the last business day of the month) describing: 1) work conducted during the period; 2) work planned for next period; and 3) any obstacles or issues encountered;
- **Task 3. Conference Calls:** Participation in several periodic conference calls with Abt staff (including a "dry-run" of the symposium presentation to be conducted via web meeting);
- **Task 4. Research Paper:** Subcontractor shall produce a draft and final research paper of no more than 40 pages, including all tables and appendices. Deliverables included in this task include: a draft and final outline; draft report; and a final report before the symposium and a final report after the symposium incorporating any feedback received during the symposium.
- **Task 5. Research Brief:** Subcontractor shall produce a draft and final 3-5 page research brief that summarizes the research produced under this contract for a general audience. Deliverables included in this task include: a draft and final outline; draft brief; and a final brief before the symposium and a final brief after the symposium incorporating any feedback received during the symposium.
- **Task 6. Symposium Presentation:** Subcontractor shall present the research at the Financial Well-Being Symposium in Washington DC on November 13, 2019. Deliverables included in this task include: a draft PPT; and a final PPT.

4. Deliverables

Deliverable	Due Date
1. Draft Workplan	
2. Final Workplan	
3. Monthly Progress Reports	
4. Draft Outline of Research Paper	
5. Final Outline of Research Paper	
6. Draft Research Paper	
7. Final Research Paper	
8. Draft Outline of Research Brief	
9. Final Outline of Research Brief	
10. Draft Research Brief	
11. Final Research Brief	
12. Draft Outline of Presentation	
13. Final Outline of Presentation	
14. Draft PPT for Presentation	
15. Final PPT for Presentation	
16. Symposium Presentation	
17. Final Research Paper following feedback at Symposium	
18. Final Research Brief following feedback at Symposium	

5. Schedule

The period of performance will be from XXXXX 2019 to XXXXX, 2019.

6. Assumptions

Any additional tasks or components will be added to this subcontract through mutually agreed modification following additions to the prime contract by CFPB.

7. Monitoring

Abt and Subcontractor will maintain communication on progress within the project through regular biweekly conference calls with the Abt project director, ad-hoc calls, scheduled and needed, and e-mail communication.

8. Payment Schedule

PAYMENT SCHEDULE

Task/Milestone	Amount	Payment #
Draft Workplan	\$5,000	1
Approval of Final Workplan	\$5,000	2

Final Brief and Paper before Symposium	\$15,000	3
Final Brief and Paper following Symposium	\$10,000	4
Grand Total	\$35,000	

ATTACHMENT B

APPLICABLE PRIME CONTRACT AND FAR CLAUSES

APPLICABLE GSA SCHEDULE PROVISIONS

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://acquisition.gov/far/>.

Clause	Title	Year
52.202-1	Definitions	Nov 2013
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	Apr 2014
52.203-3	Gratuities	Apr 1984
52.203-6	Restrictions on Subcontractor Sales to the Government.	Sep 2006
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	Oct 2016
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Jun 2016
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	Nov 2015
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred or Recommended for Debarment	Oct 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	Jul 2013
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-17	Nondisplacement of Qualified Workers	May 2014
52.222-19	Child Labor—Cooperation with Authorities and Remedies	Jan 2018
52.222-21	Prohibition of Segregated Facilities	Apr 2015
52.222-26	Equal Opportunity	Sep 2016
52.222-29	Notification of Visa Denial	Apr 2015
52.222-3	Convict Labor	Jun 2003
52.222-36	Affirmative Action for Workers with Disabilities	Jul 2014
52.222-37	Employment Reports on Veterans	Feb 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec 2010
52.222-41	Service Contract Labor Standards	May 2014
52.222-42	Statement of Equivalent Rates for Federal Hires	May 2014
52.222-50	Combating Trafficking in Persons	Mar 2015
52.222-54	Employment Eligibility Verification	Dec 2015
52.222-55	Minimum Wages Under Executive Order 13658	Dec 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	Jan 2017
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Aug 2011
52.223-5	Pollution Prevention and Right-to-Know Information	May 2011
52.225-13	Restrictions on Certain Foreign Purchases	Jun 2008

52.225-5	Trade Agreements	Oct 2016
52.227-14	Rights in Data—General.	Oct 2016
52.239-1	Privacy or Security Safeguards	Aug 1996
52.242-13	Bankruptcy	Jul 1995
52.242-15	Stop-Work Order	Aug 1989
52.242-15	Alternate I	Apr 1984
52.252-2	Clauses Incorporated by Reference	Feb 1998
552.203-71	Restriction on Advertising	Sep 1999
552.215-72	Price Adjustment—Failure to Provide Accurate Information	Jun 2015
552.215-73	Notice	Jul 2016
552.229-70	Federal, State, and Local Taxes	Apr 1984
552.229-71	Federal Excise Tax—DC Government	Sep 1999
552.232-39	Unenforceability of Unauthorized Obligations (FAR DEVIATION)	Jun 2013
552.232-78	Commercial Supplier Agreements –Unenforceable Clauses	Jul 2015
552.252-6	Authorized Deviations in Clauses	Sep 1999
C-FSS-370	CONTRACTOR TASKS / SPECIAL REQUIREMENTS	Nov 2003
I-FSS-109	ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS	Mar 1998
I-FSS-314	FOREIGN TAXES AND DUTIES	Dec 1990

Applicable BPA Special Requirements

10.0 SECURITY REQUIREMENTS

The Contractor shall submit certification verifying each proposed project staff member has received favorable results from its employment screenings including fingerprint-screening, review of employment history and educational history, and are a U.S. Citizen. The Contractor recognizes that, in performing this contract, the Contractor may obtain access to nonpublic confidential information, Personally Identifiable Information (PII), or proprietary information.

The Contractor agrees that it, its employees, its subcontractors, and its subcontract employees will not disclose to any third party, or otherwise use, any information it obtains or prepares in the course of performance under the contract without first receiving written permission from the CFPB.

Information acquired by the Contractor pursuant to the performance of the contract shall not be disclosed by the Contractor to others outside the approved Contractor team members and the oversight staff without prior approval by the COR. Under the Contract Disputes Act, any unauthorized disclosure of non-public confidential information, Personally Identifiable Information (PII), or proprietary information is considered a violation of a material term of this contract.

Contractor Personnel Security

Pre-Screen of Personnel and Removal of Unacceptable Personnel

All Contractor personnel or any representative of the Contractor entering any government facility or government-leased facility shall abide by all security regulations and be subject to security checks. A Background Investigation (BI) is required for all Contractor personnel (includes subcontractor personnel) who are:

- a. Working on-site; or
- b. Accessing Bureau systems; or
- c. Accessing Bureau data which, if misused, would likely cause significant harm; or
- d. Representing the Bureau in a significant capacity.

All information collected under this contract shall be considered procurement sensitive.

Contractor staff meeting any of the above criteria shall be United States citizens and must be able to pass a BI.

An exception from the citizenship requirement may be requested for Low Risk or Moderate Risk positions. For Low Risk positions, the contractor staff must be a Legal Permanent Resident (LPR). For Moderate Risk positions the Contractor staff must be a LPR with at least three or more consecutive years of physical U.S. residency, as indicated on the USCIS LPR issued Card. During the performance of the BPA ORDER, access to the CFPB facilities for Contractor representatives shall be granted as deemed necessary by the Government. All Contractor employees whose duties under this contract require their presence at any CFPB facility shall be clearly identifiable by a distinctive badge furnished by the Government.

In addition, corporate identification badges shall be worn on the outer garment at all times. It is the sole responsibility of the Contractor to provide this corporate identification. All on-site Contractor personnel shall abide by security regulations applicable to that site. The COR may direct that certain personnel that may be exposed to Control Unclassified Information (CUI) data meet additional security requirements. CUI data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a.

Any CUI data acquired during the contract performance, which is specific to this CFPB engagement, shall be destroyed or disposed of by the Contractor within 20 days after the contract closeout's effective date. The Contractor shall ensure that any such applicable personnel working under this contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of CUI data.

e. All applicable personnel shall be United States Citizens, or Lawful Permanent Residents with an approved exception.

f. All personnel shall be subject to Minimum Background Investigation (MBI) in accordance with the CFPB Standard. Contractors are expected to exercise due diligence in their hiring process. Contractors that are able to certify fingerprint based criminal background checks for, at a minimum, the jurisdictions in which they live and work, verification of past employment and education as part of their hiring process may have their employees begin working upon the submission of the required documents. Contractors who cannot certify that they include these elements as part of their hiring process must wait for the results of the CFPB fingerprint based criminal history records check to be successfully completed.

(1) Applicable personnel shall not begin working on the contract until all security forms have been properly completed, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, as follows:

- a. Completed fingerprint cards
- b. Non-disclosure Agreement
- c. Fair Credit Reporting Act Release
- d. SF 85-P, "Questionnaire for Public Trust Positions"
- g. Personnel performing work in positions deemed to be high risk must complete a Background Investigation (BI) and must be US Citizens. Applicable personnel shall not begin working on the contract until all security forms have been properly completed, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, as follows:
 1. Completed fingerprint cards
 2. Non-disclosure Agreement
 3. Fair Credit Reporting Act Release
 4. SF 85P
 5. Optional Form 306
- h. Applicable personnel shall wear CFPB-issued identification badges when working in Government facilities.

The following may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor; a record of arrests for continuing offenses; or failure to file

or pay Federal income tax. CFPB reserves the right to determine if a Contractor employee assigned to a task shall continue with the task.

The Contractor shall agree to remove the person assigned within one business day of official notification by the Government and provide a replacement within five business days. New hires or substitutions of personnel are subject to the same investigation requirement.

Non-Disclosure Agreement. The Contractor may be requested to sign a non-disclosure agreement regarding all deliverables and other pertinent information relative to this requirement. All information provided by the government shall be returned to the government at the conclusion of the contract. In addition, the Contractor must have provided the personnel associated with the contract, all security and privacy awareness training and all other requirements contained in the FISMA regulations, NIST guidelines and all other public law, which shall include those requirements of the Federal Acquisition Regulation (FAR). Classified information will NOT be made available to the Contractor. The Contractor shall not conduct employee terminations or removals in CFPB owned or leased space.

Applicable Task Order Special Requirements

10.0 SECURITY REQUIREMENTS

The Contractor shall submit certification verifying each proposed project staff member has received favorable results from its employment screenings including fingerprint-screening, review of employment history and educational history, and are a U.S. Citizen. The Contractor recognizes that, in performing this contract, the Contractor may obtain access to nonpublic confidential information, Personally Identifiable Information (PII), or proprietary information.

The Contractor agrees that it, its employees, its subcontractors, and its subcontract employees will not disclose to any third party, or otherwise use, any information it obtains or prepares in the course of performance under the contract without first receiving written permission from the BCFP.

Information acquired by the Contractor pursuant to the performance of the contract shall not be disclosed by the Contractor to others outside the approved Contractor team members and the oversight staff without prior approval by the COR. Under the Contract Disputes Act, any unauthorized disclosure of non-public confidential information, Personally Identifiable Information (PII), or proprietary information is considered a violation of a material term of this contract.

Contractor Personnel Security

Pre-Screen of Personnel and Removal of Unacceptable Personnel

All Contractor personnel or any representative of the Contractor entering any government facility or government-leased facility shall abide by all security regulations and be subject to security checks. A Background Investigation (BI) is required for all Contractor personnel (includes subcontractor personnel) who are:

- a. Working on-site; or
- b. Accessing Bureau systems; or
- c. Accessing Bureau data which, if misused, would likely cause significant harm; or
- d. Representing the Bureau in a significant capacity.

All information collected under this contract shall be considered procurement sensitive. Contractor staff meeting any of the above criteria shall be United States citizens and must be able to pass a BI.

An exception from the citizenship requirement may be requested for Low Risk or Moderate Risk positions. For Low Risk positions, the contractor staff must be a Legal Permanent Resident (LPR). For Moderate Risk positions the Contractor staff must be a LPR with at least three or more consecutive years of physical U.S. residency, as indicated on the USCIS LPR issued Card.

During the performance of the BPA ORDER, access to the BCFP facilities for Contractor representatives shall be granted as deemed necessary by the Government. All Contractor employees whose duties under this contract require their presence at any BCFP facility shall be clearly identifiable by a distinctive badge furnished by the Government.

In addition, corporate identification badges shall be worn on the outer garment at all times. It is the sole responsibility of the Contractor to provide this corporate identification. All on-site Contractor personnel shall abide by security regulations applicable to that site.

The COR may direct that certain personnel that may be exposed to Control Unclassified Information (CUI) data meet additional security requirements. CUI data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. Any CUI data acquired during the contract performance, which is specific to this BCFP engagement, shall be destroyed or disposed of by the Contractor within 20 days after the contract closeout's effective date.

The Contractor shall ensure that any such applicable personnel working under this contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of CUI data.

e. All applicable personnel shall be United States Citizens, or Lawful Permanent Residents with an approved exception.

f. All personnel shall be subject to Minimum Background Investigation (MBI) in accordance with the BCFP Standard. Contractors are expected to exercise due diligence in their hiring process. Contractors that are able to certify fingerprint based criminal background checks for, at a minimum, the jurisdictions in which they live and work, verification of past employment and education as part of their hiring process may have their employees begin working upon the submission of the required documents. Contractors who cannot certify that they include these elements as part of their hiring process must wait for the results of the BCFP fingerprint based criminal history records check to be successfully completed.

(1) Applicable personnel shall not begin working on the contract until all security forms have been properly completed, submitted to the COR for processing, and vetted and approved by BCFP's Office of Security Programs, as follows:

a. Completed fingerprint cards
Page 17 of 25

b. Non-disclosure Agreement

c. Fair Credit Reporting Act Release

d. SF 85-P, "Questionnaire for Public Trust Positions"

g. Personnel performing work in positions deemed to be high risk must complete a Background Investigation (BI) and must be US Citizens. Applicable personnel shall not begin working on the contract until all security forms have been properly completed, submitted to the COR for processing, and vetted and approved by BCFP's Office of Security Programs, as follows:

1. Completed fingerprint cards

2. Non-disclosure Agreement

3. Fair Credit Reporting Act Release

4. SF 85P

5. Optional Form 306

h. Applicable personnel shall wear BCFP-issued identification badges when working in Government facilities.

i. Applicable personnel who undergo investigations that reveal, but are not limited to, the following may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor; a record of arrests for continuing offenses; or failure to file or pay Federal income tax. BCFP reserves the right to determine if a Contractor employee assigned to a task shall continue with the task.

The Contractor shall agree to remove the person assigned within one business day of official notification by the Government and provide a replacement within five business days. New hires or substitutions of personnel are subject to the same investigation requirement.

Non-Disclosure Agreement. The Contractor may be requested to sign a non-disclosure agreement regarding all deliverables and other pertinent information relative to this requirement. All information provided by the government shall be returned to the government at the conclusion of the contract. In addition, the Contractor must have provided the personnel associated with the contract, all security and privacy awareness training and all other requirements contained in the FISMA regulations, NIST guidelines and all other public law, which shall include those requirements of the Federal Acquisition Regulation (FAR). Classified information will NOT be made available to the Contractor.

The Contractor shall not conduct employee terminations or removals in BCFP owned or leased space.

ATTACHMENT C

APPLICABLE WAGE DETERMINATION