

TITLE: DLA On-Site Document Conversion Services		P R O G R A M 1 4 1 - S											
TERM: Date of Award thru September 30, 2015													
DLA Document Services Program 141-S													
		DIGITAL ARCHIVE TECHNOLOGY Torrance, CA			DOCUCON IMAGING SERVICES Plano, TX			GRAY GRAPHICS Capitol Heights, MD		ICM DOCUMENT SOLUTIONS Phoenix, AZ		MELKEN SOLUTIONS, LLC Orlando, FL	
		BASIS OF AWARD	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	
I. DOCUMENT PREPARATION:													
(a)	Document Preparation . . . per leaf-----	1,050,000	0.04	42,000.00	0.033	34,650.00	0.20	210,000.00	0.031	32,550.00	0.025	26,250.00	
(b)	Document Re-assembly . . . per leaf-----	15,000	0.04	600.00	0.033	495.00	0.15	2,250.00	0.025	375.00	0.025	375.00	
II. SCANNING DOCUMENTS:													
(a)	Scanning Bi-Tonal -												
1.	At 300 dpi . . . per printed page-----	1,417,500	0.08	113,400.00	0.078	110,565.00	0.30	425,250.00	0.059	83,632.50	0.08	113,400.00	
2.	At 600 dpi . . . per printed page-----	157,500	0.12	18,900.00	0.118	18,585.00	0.38	59,850.00	0.097	15,277.50	0.10	15,750.00	
(b)	Scanning Grayscale -												
1.	At 300 dpi . . . per printed page-----	405,000	0.10	40,500.00	0.078	31,590.00	0.38	153,900.00	0.120	48,600.00	0.08	32,400.00	
2.	At 600 dpi . . . per printed page-----	45,000	0.18	8,100.00	0.118	5,310.00	0.40	18,000.00	0.215	9,675.00	0.10	4,500.00	
(c)	Scanning Color -												
1.	At 300 dpi . . . per printed page-----	202,500	0.10	20,250.00	0.078	15,795.00	0.60	121,500.00	0.120	24,300.00	0.08	16,200.00	
2.	At 600 dpi . . . per printed page-----	22,500	0.18	4,050.00	0.118	2,655.00	0.64	14,400.00	0.215	4,837.50	0.10	2,250.00	
(d)	Indexing (file names) . . . per file-----	2,800	0.04	112.00	0.19	532.00	4.00	11,200.00	0.250	700.00	NC	0.00	
(e)	Indexing (for other than file names) . . . per unit-----	25,200	-----	-----	0.19	4,788.00	5.00	126,000.00	0.200	5,040.00	0.20	5,040.00	
III. SCANNING MAPS/ENGINEERING DRAWINGS:													
(a)	Scanning Bi-Tonal -												
1.	At 300 dpi . . . per printed page-----	6,380	0.14	893.20	0.283	1,805.54	0.76	4,848.80	0.145	925.10	2.50	15,950.00	
2.	At 600 dpi . . . per printed page-----	706	0.25	176.50	0.391	276.05	0.80	564.80	0.260	183.56	3.50	2,471.00	
(b)	Scanning Grayscale -												
1.	At 300 dpi . . . per printed page-----	1,814	0.14	253.96	0.283	513.36	1.00	1,814.00	0.230	417.22	2.50	4,535.00	
2.	At 600 dpi . . . per printed page-----	202	0.25	50.50	0.391	78.98	1.15	232.30	0.530	107.06	3.50	707.00	
(c)	Scanning Color -												
1.	At 300 dpi . . . per printed page-----	907	0.19	172.33	0.148	134.24	1.50	1,360.50	0.250	226.75	2.75	2,494.25	
2.	At 600 dpi . . . per printed page-----	101	0.32	32.32	0.195	19.70	1.60	161.60	0.570	57.57	4.00	404.00	
(d)	Indexing (file names) . . . per file-----	15	0.04	0.60	0.19	2.85	4.00	60.00	0.390	5.85	NC	0.00	
(e)	Indexing (for other than file names) . . . per unit-----	135	-----	-----	0.19	25.65	5.00	675.00	0.310	41.85	0.30	40.50	
IV. PDF HYPERLINKING AND BOOKMARKING:													
	PDF hyperlinking and bookmarking . . . per link-----	180,000	0.40	72,000.00	0.22	39,600.00	1.00	180,000.00	0.130	23,400.00	0.25	45,000.00	
V. OUTPUT MEDIA:													
(a)	Optical Media (CD-R, CD-ROM, DVD, Blu-ray) . . . per disc-----	60	15.00	900.00	8.80	528.00	80.00	4,800.00	12.00	720.00	NC	0.00	
(b)	External Hard Drive (1 TB) . . . per hard drive-----	6	200.00	1,200.00	250.00	1,500.00	300.00	1,800.00	189.00	1,134.00	300.00	1,800.00	
(c)	Uploading to SFTP . . . per terabyte-----	6	200.00	1,200.00	NC	0.00	150.00	900.00	90.00	540.00	250.00	1,500.00	
VI. DESTRUCTION OF GOVERNMENT FURNISHED MATERIALS:													
	Destruction of documents . . . per banker's box-----	175	5.00	875.00	9.80	1,715.00	250.00	43,750.00	4.25	743.75	9.00	1,575.00	
CONTRACTOR TOTALS						\$271,164.36		\$1,383,317.00		\$253,490.21		\$292,641.75	
DISCOUNT					0.00%	\$0.00	2.00%	\$27,666.34	1.00%	\$2,534.90	1.00%	\$2,926.42	
DISCOUNTED TOTALS						\$271,164.36		\$1,355,650.66		\$250,955.31		\$289,715.33	

U.S. GOVERNMENT PRINTING OFFICE
Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of
DLA On-Site Document Conversion Services

as requisitioned from the U.S. Government Printing Office (GPO) by the
DLA Document Services

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning October 1, 2014 and ending September 30, 2015, plus up to four (4) optional 12-month extension periods that may be added in accordance with the "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in SECTION 1 of this contract.

BID OPENING: Bids shall be publicly opened at 11:00 a.m., prevailing Washington, DC time, on September 26, 2014.

BID SUBMISSION: Submit bid in pre-addressed envelope furnished with solicitation or send to: U.S. Government Printing Office, Bid Section, Room C-831, Stop: PPSB, 732 North Capitol Street, NW, Washington, DC 20401. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO Bid Section, Fax No. (202) 512-1782. The program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2, as revised June 2001. Hand delivered bids are to be taken to: The GPO Bookstore, 710 North Capitol Street, NW, Washington, DC between the hours of 8:00 a.m. and 4:00 p.m. on business days and follow the instructions in the Bid Submission/Opening area. If further instruction or assistance is required, call (202) 512-0526.

THIS IS A NEW PROGRAM. This program was formerly part of Program 277-M. Abstract of prices for Program 277-M are available by calling the U.S. Government Printing Office, AST-2, at (202) 512-0307. Bidders are instructed to adhere to all requirements of the solicitation. Special attention is directed to the following provisions: Service Contract Act of 1965 and Employees Rights on Government Contracts (EXHIBIT A).

BIDDERS, PLEASE NOTE: These specifications have been extensively revised; therefore, all bidders are cautioned to familiarize themselves with all provisions of the specifications before bidding. Special attention is directed to the following items which differ significantly from the previous contract:

GPO CONTRACT TERMS (*Specified on page 2 of 23*)
SUBCONTRACTING (*Specified on page 2 of 23*)
BACKGROUND (*Specified on page 15 of 23*)
DOCUMENT CLEAN-UP (*Specified on page 16 of 23*)
MICROFILM/FICHE TO DIGITAL MEDIA CONVERSION is deleted.
OCR/ICR/INTELLIGENT CONVERSION OR KEYSTROKING (*Specified on page 16 of 23*)
INDEXING (*Specified on page 16 of 23*)
PDF AND WORD PROCESSING CONVERSION (*Specified on page 17 of 23*)
SECTION 3. – DETERMINATION OF AWARD (*Specified on page 19 of 23*)
SECTION 4. – SCHEDULE OF PRICES (*Starting on page 21 of 23*)

For information of a technical nature before award, call Linda Giacomo at (202) 512-0307. For contract administration after award, call Ken Kerns at (202) 512-0307. (No collect calls.)

SECTION 1. - GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)).

GPO Contract Terms (GPO Publication 310.2) – <http://www.gpo.gov/pdfs/vendors/sfas/terms.pdf>.

DISPUTES: GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008 clause found at <http://www.gpo.gov/pdfs/vendors/contractdisputes.pdf>. This June 2008 clause also cancels and supersedes any other disputes language currently included in existing contractual actions.

SUBCONTRACTING: The predominant production function of this contract is document conversion. Subcontracting will be allowed for the destruction of Government furnished materials.

OPTION TO EXTEND THE TERM OF THE CONTRACT: The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed five (5) years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the “EXTENSION OF CONTRACT TERM” clause. See also “ECONOMIC PRICE ADJUSTMENT” for authorized pricing adjustment(s).

EXTENSION OF CONTRACT TERM: At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

ECONOMIC PRICE ADJUSTMENT: The pricing under this contract shall be adjusted in accordance with this clause, provided that in no event will any pricing adjustment be made that would exceed the maximum permissible under any law in effect at the time of the adjustment. There will be no adjustment for orders placed during the first period specified below. Pricing will thereafter be eligible for adjustment during the second and any succeeding performance period(s). For each performance period after the first, a percentage figure will be calculated as described below and that figure will be the economic price adjustment for that entire next period. Pricing adjustments under this clause are not applicable to reimbursable postage or transportation costs, or to paper, if paper prices are subject to adjustment by separate clause elsewhere in this contract.

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from October 1, 2014 through September 30, 2015, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

Pricing adjustments in accordance with this clause will be based on changes in the seasonally adjusted “Consumer Price Index For All Urban Consumers - Commodities Less Food” (Index) published monthly in the CPI Detailed Report by the U.S. Department of Labor, Bureau of Labor Statistics.

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending three (3) months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending June 30, 2014 called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

The Government will notify the contractor by contract modification specifying the percentage increase or decrease to be applied to invoices for orders placed during the period indicated. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs and separately adjusted paper prices. Payment discounts shall be applied after the invoice price is adjusted.

PREAWARD SURVEY: In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct a preaward survey at the contractor's/subcontractor's facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

PREAWARD TEST: The contractor being considered for award may be required to demonstrate their ability to perform the functions required in these specifications by completing a preaward test. The Government may waive the preaward test if there is other evidence that, in the opinion of the Contracting Officer, indicates that the contractor being considered for award has the capability to successfully perform the functions required.

For the preaward test, a job representative of the functions to be performed under these specifications will be provided on the same media stipulated in the specifications.

The preaward test samples must be of the type required by these specifications and are to be delivered to the requested DLA site marked "*PREAWARD TEST SAMPLES FOR PROGRAM 141-S*" within two (2) workdays of receipt of the furnished preaward test materials.

If preaward test samples are disapproved by the Government, the contractor may be permitted, at the option of the Government, additional time to correct defects and/or submit additional test samples if so notified by the Contracting Officer.

In the event the additional preaward test samples are disapproved by the Government, the contractor shall be deemed to have failed to comply with the applicable requirements of these specifications and may be reason for a determination of non-responsibility.

Failure to perform the preaward test functions in accordance with these specifications may be reason for a determination of non-responsibility. In addition, the contractor's failure to successfully complete this test within two (2) workdays may also result in a determination of non-responsibility. The Contracting Officer may grant a period in excess of two (2) workdays, if in his/her opinion, there is reason to believe that the contractor is making great progress in meeting the contract specifications.

No charges will be allowed for costs incurred in the performance of this preaward test.

WORK AREA RESTRICTIONS: The contractor shall observe the Government regulations regarding trespassing into areas outside of those authorized for their work, such as security areas. Information gained through the work to be performed shall not be divulged outside of the ordering department or agency or used for personal gain.

INSURANCE LIABILITY: Since the work required by the resulting contract may be performed within a Government establishment, the contractor is required to have sufficient insurance to hold and save the Government and the Government employees free and harmless from liability of any nature occasioned by their operations.

SECURITY AND BADGES: A minimum of a National Agency Check with Inquiries (NACI) with a favorably adjudicated background investigation is required prior to commencing work because of access to Government computers and network systems. The DLA Contracting Officer Representative (COR) will work with all personnel to ensure all personnel receive a DLAH Form 1728 to be completed by both the contractor and DLA for the verification of the background investigation or an initiation of a NACI if one has not already been completed.

The DLAH 1728 will be submitted to the DLA HQ Personnel Security Manager for processing. Once the DLAH 1728 has been approved, the DLA COR will work with all assigned personnel to obtain a contractor common access card (CAC) and vehicle decals for entrance into the Government facility/military installation, if required, as ordered on individual print orders.

SECURITY: All assigned personnel who will have access to Government furnished computers will observe all local Automated Information System (AIS) security policies and procedures. AIS security training will be provided at no cost to assigned personnel. Violations of local AIS security policy will be evaluated on a case-by-case basis and could result in disciplinary actions. All personnel performing work on this contract are required to be United States citizens and must have a favorably adjudicated background investigation prior to commencing work.

SECURITY REQUIREMENTS: Protection of Sensitive and Personally Identifiable Information (PII) –

Personally identifiable information is “any information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc., alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.”

For the purpose of this contract, “on site” is defined as performing in or on Government facilities, including, but not limited to, DLA sites nationwide, including Pearl Harbor, HI. For each order placed, each contractor employee(s) working on-site will be required to sign a non-disclosure statement.

- (a) The contractor shall restrict access to all information obtained in the performance of this contract to those employees and officials who need it to perform the contract. Employees and officials who need access to information for performance of the contract will be determined at the postaward conference between the Contracting Officer, DLA, and the responsible contractor representative.
- (b) The contractor shall process all information obtained in the performance of this contract under the immediate supervision and control of authorized personnel and in a manner that will protect the confidentiality of the records in such a way that unauthorized persons cannot retrieve any such records.
- (c) The contractor shall inform all personnel with access to the information in the performance of this contract of the confidential nature of the information and the safeguards required to protect this information from improper disclosure.
- (d) For knowingly disclosing information in violation of the Privacy Act, the contractor and the contractor’s employees may be subject to the criminal penalties as set forth in 5 U.S.C Section 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1) to the same extent as employees of the Government.
- (e) The contractor shall ensure that each contractor employee with access to information knows the prescribed rules of conduct, and that each contractor employee is aware that he/she may be subject to criminal penalties for violations.
- (f) All information obtained for use in the performance of this contract shall, at all times, be stored in an area that is physically safe from unauthorized access.

SECURITY OF DATA: The contractor shall not release or sell, to any person, any technical or other data received from the Government under the contract; nor shall the contractor use the data for any purpose other than that for which it was provided to the contractor under the terms of the contract.

DATA RIGHTS: All data and materials furnished and/or produced in the performance of this contract shall be the sole property of the Government. The contractor agrees not to assert rights or to establish any claim to such data/materials in whole or in part in any manner or form, or to authorize others to do so, without prior written consent of the Contracting Officer.

WARNING: All contractor employees performing on this contract must be U.S. citizens and may be required to show proof of citizenship prior to commencement of work.

The contractor shall not retain or distribute, in any form, any part of the materials furnished by the Government which are not consumed in the preparation of the work or which are generated as a result of this contract. Proper precautions shall be taken to ensure that all Government supplied materials are protected from damage. The Government furnished materials shall be returned in the same condition as originally furnished.

Proper control and handling must be maintained at all times to prevent any information, data, or materials required to produce the products ordered under these specifications from falling into unauthorized hands.

All erroneous/extra copies produced by the contractor are to be destroyed. (See DISPOSAL OF WASTE MATERIALS.)

SECURITY CONTROL PLANS: The contractor shall maintain, in operation, an effective security system where items by these specifications are produced and/or stored (awaiting distribution or disposal) to assure against theft and/or the product falling into unauthorized hands.

Contractor is cautioned that no Government provided information shall be used for non-Government business. Specifically, no Government information shall be used for the benefit of a third party.

The Government retains the right to conduct security reviews at any time during the term of the contract.

The contractor shall present, in writing, to the Contracting Officer within two (2) calendar days of being notified to do so by the Contracting Officer or his/her representative, detailed plans for the following activities. The workday after notification to submit will be the first day of the schedule.

THESE PROPOSED PLANS ARE SUBJECT TO REVIEW AND APPROVAL BY THE GOVERNMENT AND AWARD WILL NOT BE MADE PRIOR TO APPROVAL OF SAME.

The Security Control Plans shall provide in detail, at a minimum:

- How all accountable materials will be handled throughout all phases of production.
- How the disposal of waste materials will be handled.
- List of subcontractor(s) and their specific function.
- How all applicable Government-mandated security/privacy/rules and regulations, as cited in this contract, shall be adhered to by the contractor and/or subcontractor(s).

Option Years – For each option year that may be exercised, the contractor will be required to re-submit, in writing, the above plans detailing any changes and/or revisions that may have occurred. The contractor should be prepared to submit these plans to GPO within five (5) calendar days of notification of the option year being exercised.

If there are no changes/revisions, the contractor will be required to submit to the Contracting Officer a statement confirming that the current plans are still in effect.

DISPOSAL OF WASTE MATERIALS: The contractor is required to demonstrate how all waste materials used in the production of sensitive records will be definitively destroyed (i.e., burning, pulping, shredding, macerating, or other suitable similar means). Electronic records must be definitively destroyed in a manner that prevents reconstruction. *Definitively* destroying the records means the material cannot be reassembled and used in an inappropriate manner in violation of law and regulations. *Sensitive* records are records that are exempted from disclosure by statute, including the Privacy Act or regulation. Contractor required to show proof of disposal.

POSTAWARD CONFERENCE: Unless waived by the Contracting Officer, the total requirements of the job as indicated in these specifications will be reviewed by Government representatives with the contractor's representatives at the U.S. GPO (Washington, DC) or DLA (Alexandria, VA), immediately after award.

Person(s) that the contractor deems necessary for the successful implementation of the contract must be in attendance.

ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS: A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual print order for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from October 1, 2014 through September 30, 2015, plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued," for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

REQUIREMENTS: This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "ORDERING." The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated," it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "ORDERING" clause of this contract.

PRIVACY ACT NOTIFICATION: This procurement action requires the contractor to do one or more of the following: design, develop, or operate a system of records on individuals to accomplish an agency function in accordance with the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

PRIVACY ACT

(a) The contractor agrees:

- (1) to comply with the Privacy Act of 1974 and the rules and regulations issued pursuant to the Act in the design, development, or operation of any system of records on individuals in order to accomplish an agency function when the contract specifically identifies (i) the system or systems of records and (ii) the work to be performed by the contractor in terms of any one or combination of the following: (A) design, (B) development, or (C) operation;
- (2) to include the solicitation notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation when the statement of work in the proposed subcontract requires the design, development, or operation of a system of records on individuals to accomplish an agency function; and,
- (3) to include this clause, including this paragraph (3), in all subcontracts awarded pursuant to this contract which require the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved where the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency where the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act when the contract is for the operation of a system of records on individuals to accomplish an agency function, the contractor and any employee of the contractor is considered to be an employee of the agency.

(c) The terms used in this clause have the following meanings:

- (1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records including the collection, use, and dissemination of records.
- (2) "Record" means any item, collection or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.
- (3) "System of records" on individuals means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

CRIMINAL SANCTIONS: It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1) which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of an agency, who by virtue of his/her employment of official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$10,000.00.

SERVICE CONTRACT ACT OF 1965 applies as Amended.

- (a) Definitions. "Act" as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, interpreted in subpart C of 29 CFR part 4.

- (c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classifications listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as part of the wage determination.
 - (iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
 - (B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.
 - (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.
 - (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished there under to service employees under this contract shall be subject to adjustment after 1 year and not less than once every 2 years, under wage determinations issued by the Wage and Hour Division.

- (d) **Obligation to Furnish Fringe Benefits.** The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with subpart D of 29 CFR Part 4.
- (e) **Minimum Wage.** In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.
- (f) **Successor Contracts.** If this contract succeeds a contract subject to the Act, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would be entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made a part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) **Notification to employees.** The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determinations attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) **Safe and Sanitary Working Conditions.** The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

- (i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration a record of the following:
 - (i) For each employee subject to the Act-
 - (A) Name and address and social security number,
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily or weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and,
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
 - (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

- (k) **Withholding of Payment and Termination of Contract.** The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor, requests or such sums as an appropriate official of the Department of Labor, requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) **Subcontracts.** The Contractor agrees to insert this clause in all subcontracts subject to the Act.
- (m) **Collective Bargaining Agreements Applicable to Service Employees.** If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements of provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiations thereof.
- (n) **Seniority List.** Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.
- (o) **Rulings and Interpretations.** Rulings and interpretations of the Act are contained in Regulations, 29 CFR part 4.
- (p) **Contractor's Certification.** (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
- (3) The penalty for making false statement is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

- (q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L.92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:
- (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act, without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two Acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, 525);
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classifications of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision-
- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

NOTE: SPECIAL EMPHASIS TO THE AFFECT THAT EMPLOYEE COMPENSATION MUST BE AT TIME AND HALF. (REFERENCE: OVERTIME PAY/WAGE HOUR PUBLICATION 1313).

The contractor shall pay the determined wage rate and fringe benefits to all employees performing in the stated classification, which includes annual leave and pay for holidays as described in the Service Contract Act of 1965 and the attached wage determination. The Government is not responsible for these benefits.

PAYMENT: During the first week of each month, the contractor shall submit a monthly itemized statement for billing for all work performed (per print order) during the previous month (including all required backup documentation) to the ordering agency for examination and certification as to the correctness of the billing. Contractor must submit billing to the DLA representative specified on the print order.

The monthly billing statement (per print order) must include all work performed at all required locations specified on the print order. Contractor must break down the work performed at each location required on a single print order.

After agency verification, submit all billing invoices to: U.S. Government Printing Office, Comptroller, Stop: FMCE, Financial Management Service, Washington, DC 20401. (NOTE: GPO offers a Contractor Fax Billing System. Please visit the GPO website for additional information.)

Contractor's billing invoices must be itemized in accordance with the line items in the "SCHEDULE OF PRICES."

SECTION 2 - SPECIFICATIONS

SCOPE: These specifications cover on-site document conversion services requiring such operations as document preparation, scanning, OCR/ICR conversion, indexing, and saving to various output media.

TITLE: DLA On-Site Document Conversion Services.

For the purpose of this contract, "on site" is defined as performing in or on Government facilities, including, but not limited to, DLA sites nationwide, including Pearl Harbor, HI.

BACKGROUND: The DLA Document Services mission includes providing document automation services to the Department of Defense (DOD). This includes the electronic conversion, retrieval, production, and distribution of both digital and hard copy information for DLA customers throughout the Continental United States to include conversion requirements shipped in from DLA overseas locations.

The process of document conversion involves state-of-the-art scanning of the original document's text and graphic image into digital data which is then transferred to a new media and formatted for use in a document imaging and storage system. Comprehensive document conversion services are used to transfer text and graphic images in existing documents (e.g., correspondence, files, technical manuals, land records, charts, engineering drawings, legal instruments, etc.) in hard copy format onto a new delivery/storage media (see OUTPUT MEDIA specified herein) in PDF image files required for use in a document imaging and storage system. Customized coding and indexing options are also required as part of the document conversion process. Complete document conversion services will be used for unclassified, sensitive, PII/FOUO/NOFORN documents using Government facilities.

Contractor is responsible for furnishing all necessary equipment/resources needed to meet all requirements as specified herein.

FREQUENCY OF ORDERS: Approximately 20 to 50 orders per year.

The Government reserves the right to increase or decrease by up to 25% the total number of units ordered annually for each item.

NUMBER OF PAGES: Approximately 20,000 to 2,500,000 pages per order.

Majority of orders placed will be for 100,000 pages or less. Multiple functions may be required on the same print order for the specified number of pages (e.g., document preparation for 100,000 pages, scanning of 100,000 pages, etc.).

GOVERNMENT TO FURNISH: Hard copy, soft copy (electronic), microfiche, microfilm, and roll film will be furnished.

CONTRACTOR TO FURNISH: All materials/equipment and operations, other than those listed under "GOVERNMENT TO FURNISH," necessary to produce the products in accordance with these specifications.

Immediately upon award, contractor must provide the ordering agency a main point of contact (POC) and a backup POC to handle all communications with DLA Document Services (including all various locations).

Upon completion of each order, contractor must notify the ordering agency (on the same day the order is completed) via email to the address indicated on the print order. The subject line of the email shall be "Completion Notice for Program 141-S, Print Order XXXXX, Jacket Number XXX-XXX."

ON-SITE REPRESENTATIVES: The contractor will be required to provide an on-site representative(s) at the Government facility throughout the term of this contract. The number of representative(s) needed is specific to the size of the requirement and turnaround time.

The on-site representative(s) will be required to do hard copy preparation to include: pulling staples, paperclips, straightening pages, ensuring consistent file naming convention, quality control of the scanned product, ensuring the required scanning software is being used along with the requested dpi, performing OCR and indexing, downloading files to a storage media (as specified), performing QA on the specified output media readability, and managing the hard copy scanned documents to ensure that they are returned in an orderly manner.

The contractor is required to make every effort to provide the same individuals for the services required under this contract throughout the entire contract period. Substitutions of qualified individuals may be necessary in some circumstances; however, this should not occur on more than two separate occasions in any one month per representative without prior authorization from the Contracting Officer.

Contractor must have the capability to provide on-site representative(s)/equipment/resources at several locations nationwide, including Pearl Harbor, HI, at the same time, on the same print order.

All travel/per diem costs for providing on-site personnel and transporting equipment/resources to and from DLA sites will be borne by the contractor.

DOCUMENT PREPARATION: The contractor shall provide document preparation services to include, but not limited to, pre- and post-document handling services and document reconstruction services.

DOCUMENT CLEAN-UP: The contractor shall provide automated document clean-up services to include, but not limited to, de-speckling, line straightening, basic thresholding, background removal, correction of linear distortion, drop out, and limited line removal.

PAPER CONVERSION: The contractor shall provide paper document conversion services to include, but not limited to, scanning hard copy documents to digital format and then converting the digital documents to desired formats (ranging from 300 *or* 600 dpi) as specified on the print order.

DRAWING AND MAP CONVERSION: The contractor shall provide drawing and map conversion services to include, but not limited to, conversion of drawings and maps to raster images, scanning and conversion to desired formats (ranging from 300 *or* 600 dpi) as specified on the print order.

Contractor will be required to scan/convert C through E size maps/drawings as established by ANSI standards.

OPTICAL/INTELLIGENT CHARACTER RECOGNITION (OCR/ICR)/INTELLIGENT CONVERSION OR KEYSTROKING: The contractor shall provide OCR/ICR or keystroking and data entry services to include, but not limited to, OCR/ICR/keystroking and data entry with a high standard accuracy level. The contractor shall be required to meet 97% in both converted text and numerics.

Contractor must furnish a PDF file that is text searchable. (A text document is not acceptable.)

INDEXING: Contractor must index file names as specified on the print order. Each file name may be up to 30 characters.

Additional indexing for other than file names may be required. When ordered, contractor is required to index up to five (5) fields per file. Fields to be specified on each print order. Each field may be comprised of multiple units. Each unit may be up to 30 characters. When indexing of fields is required, the Government will provide an electronic database.

PORTABLE DOCUMENT FORMAT (PDF) AND WORD PROCESSING CONVERSION: The contractor shall convert hard copy (containing text and graphics) to PDF to include, but not limited to, image only, hyperlinking, bookmarking, editing services, and file cataloging services equal to the source with retained fonts and formats.

OUTPUT MEDIA: The contractor shall provide output media services to include, but not limited to, Optical Media (CD-R, CD-ROM, DVD, or Blu-ray) in standard industry formats in the number of copies specified; External Hard Drives (approximately 1 terabyte (TB) in capacity) in standard industry formats; and/or, uploading to the ordering agency's Secure File Transfer Protocol (SFTP) site as specified below.

Majority of orders will require saving to a DVD.

SECURE FILE TRANSFER PROTOCOL (SFTP): When specified, after the scanning/conversion process, the contractor may be required to upload the files to the ordering agency's SFTP, either in conjunction with, or in lieu of, saving to specified output media.

PRINTING ON DISCS: The contractor shall print directly onto each disc (in black only) the identifying information as specified on the print order. Adhesive labels are not acceptable.

DATA RECONCILIATION: Digitized data will be reconciled with the ordering agency's data that has previously been captured during current conversion projects of this digitization effort to assure the correct data is pulled for scan and also for ease of availability for continued customer support during this effort. This step is mandatory to keep data locations in tact in order to provide for continued customer service during this effort.

TRAINING: Contractor personnel is responsible for training the assigned on-site personnel on the implementation of the Image Quality Guidelines and how to use contractor furnished equipment (CFE) scanners and other provided resources (i.e., roll-film scanner, computer, and software).

SCHEDULE: Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

No definite schedule for placement of orders can be predetermined.

Workday – The term “workday” is defined as Monday through Friday each week, exclusive of the days on which Federal Government holidays are observed or the Government is closed due to inclement weather, as applicable to each individual on-site facility.

Because of varying degrees of size and complexity of each order, the schedule requirements for each print order will be determined jointly by the Government and the contractor based on the amount of work involved and the time that can be allowed for that order. The schedule must be agreed upon prior to the ordering agency issuing the print order and must be indicated on the print order for payment.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with the order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

For compliance reporting purposes, the contractor is to notify the U.S. Government Printing Office of the date of shipment or delivery. Upon completion of each order, contractor must contact the Shared Support Services Compliance Section via email at compliance@gpo.gov; via telephone at (202) 512-0520; or via facsimile at (202) 512-1364. Personnel receiving email, call, or facsimile will be unable to respond to questions of a technical nature or to transfer any inquiries.

DATA BACKUP: On-site data backup will be coordinated with the on-site representative who will be identified at the time of order.

DESTRUCTION OF GOVERNMENT FURNISHED MATERIALS: On approximately 50% of all orders placed, the contractor is required to destroy Government furnished materials (documents and optical media) upon completion of scanning/converting. Materials may come in multiple forms, but the unit of destruction will be a standard banker's box, generally assumed to hold approximately 4,000 to 5,000 sheets of 8-1/2 x 11" paper.

Furnished materials must be definitively destroyed (i.e., burning, pulping, shredding, macerating, or other suitable similar means). Electronic records must be definitively destroyed in a manner that prevents reconstruction. *Definitively* destroying the records means the material cannot be reassembled and used in an inappropriate manner in violation of law and regulations. *Sensitive* records are records that are exempted from disclosure by statute, including the Privacy Act or regulation.

Destruction of specified furnished materials may be accomplished by commercial means. Contractor is required to show written, signed proof of destruction.

Destruction of furnished materials are for those materials specified by the ordering agency to be destroyed, not disposal of waste materials used/created in the scanning/conversion process. (See DISPOSAL OF WASTE MATERIALS specified in SECTION 1.) Contractor will be allowed a charge for destruction of furnished materials specified by the ordering agency in accordance with the "SCHEDULE OF PRICES." Contractor will not be allowed a charge for disposal of waste materials.

SECTION 3. - DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the "SCHEDULE OF PRICES" to the following units of production which are the estimated requirements to produce one (1) year's production under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period of time.

The following item designations correspond to those listed in the "SCHEDULE OF PRICES."

I. (a) 1,050,000
(b) 15,000

II. (a) 1. 1,417,500
2. 157,500
(b) 1. 405,000
2. 45,000
(c) 1. 202,500
2. 22,500
(d) 2,800
(e) 25,200

III. (a) 1. 6,380
2. 706
(b) 1. 1,814
2. 202
(c) 1. 907
2. 101
(d) 15
(e) 135

IV. 180,000

V. (a) 60
(b) 6
(c) 6

VI. 175

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SECTION 4. - SCHEDULE OF PRICES

Prices must include the cost of all required materials and operations for each item listed in accordance with these specifications.

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids may be declared non-responsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared non-responsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the DETERMINATION OF AWARD) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

All invoices submitted to the GPO shall be based on the most economical method of production.

Contractor's billing invoices must be itemized in accordance with the line items in the "SCHEDULE OF PRICES."

I. DOCUMENT PREPARATION: Prices offered shall be all-inclusive to prepare documents for scanner processing in accordance with these specifications and must include the cost of all required operations including, but not limited to, removing documents from binders or file folders and returning documents to binders or file folders; staple removal; insertion of separator sheets and/or paper clips to augment re-stapling after conversion; and handling of "Post-it" type notes or other non-standard size paper.

A leaf is defined as a single sheet of paper. A page is defined as one side of a leaf.

- (a) Document Preparation..... per leaf.....\$_____
- (b) Document Re-assembly..... per leaf.....\$_____

II. SCANNING DOCUMENTS: Prices must include the cost of all required materials and operations to scan pages up to 8-1/2 x 11" at 300 or 600 dpi with 100% of the images quality assured. Blank backsides removed; images are de-skewed at the page level and cropped to eliminate excess over scan; and images are rotated to ensure proper viewing.

Prices must include the cost of PDF conversion (for a PDF file/PDF image only) and OCR/ICR/Keystroking.

A page is defined as one side of a leaf. Contractor will be allowed to charge for each 8-1/2 x 11" printed page, or portion thereof. For double-sided documents, contractor will be allowed a charge for each side. Contractor will not be allowed a charge for blank pages. For items larger than 8-1/2 x 11", contractor will be allowed to charge in multiples of 8-1/2 x 11", or portion thereof (e.g., contractor will be allowed to charge for two printed pages for an 11 x 17" drawing printing one side only).

(Initials)

(a) Scanning Bi-Tonal –

- 1. At 300 dpi per printed page\$ _____
- 2. At 600 dpi per printed page\$ _____

(b) Scanning Grayscale –

- 1. At 300 dpi per printed page\$ _____
- 2. At 600 dpi per printed page\$ _____

(c) Scanning Color –

- 1. At 300 dpi per printed page\$ _____
- 2. At 600 dpi per printed page\$ _____

(d) Indexing (file names).....per file.....\$ _____

(e) Indexing (for other than file names).....per unit.....\$ _____

III. SCANNING MAPS/ENGINEERING DRAWINGS: Prices must include the cost of all required materials and operations to scan C through E size maps/drawings at 300 or 600 dpi with 100% of the images quality assured. Blank backsides removed; images are de-skewed at the page level and cropped to eliminate excess over scan.

Prices must include the cost of PDF conversion (for a PDF file/PDF image only) and OCR/ICR/Keystroking.

A page is defined as one side of a leaf. Contractor will be allowed to charge for each 8-1/2 x 11” printed page, or portion thereof. For double-sided documents, contractor will be allowed a charge for each side. Contractor will not be allowed a charge for blank pages. Items larger than 8-1/2 x 11” will be billed in multiples of 8-1/2 x 11”, or portion thereof (e.g., contractor will be allowed to charge for two printed pages for an 11 x 17” drawing printing face only.)

(a) Scanning Bi-Tonal –

- 1. At 300 dpi per printed page\$ _____
- 2. At 600 dpi per printed page\$ _____

(b) Scanning Grayscale –

- 1. At 300 dpi per printed page\$ _____
- 2. At 600 dpi per printed page\$ _____

(Initials)

(c) Scanning Color –

1. At 300 dpi per printed page\$ _____

2. At 600 dpi per printed page\$ _____

(d) Indexing (file names).....per file\$ _____

(e) Indexing (for other than file names).....per unit\$ _____

IV. PDF HYPERLINKING AND BOOKMARKING: Prices must be all-inclusive and include the cost of all required materials and operations necessary, in accordance with these specifications.

PDF hyperlinking and bookmarking.....per link\$ _____

V. OUTPUT MEDIA: Prices offered for each of the following line items must be all-inclusive and include the cost of all required materials and operations necessary, in accordance with these specifications.

The price offered for line item V.(a) shall be inclusive for the printing on the disc. For line item V.(c), contractor will allowed to charge for each terabyte, or portion thereof.

(a) Optical Media (CD-R, CD-ROM, DVD, Bluera).....per disc\$ _____

(b) External Hard Drive (1 TB).....per hard drive\$ _____

(c) Uploading to SFTP per terabyte\$ _____

VI. DESTRUCTION OF GOVERNMENT FURNISHED MATERIALS:

Destruction of Documents..... per banker’s box\$ _____

INSTRUCTIONS FOR BID SUBMISSION: Fill out “SECTION 4.-SCHEDULE OF PRICES,” initialing or signing each page in the space(s) provided. Submit two copies (original and one exact duplicate) of the “SCHEDULE OF PRICES” with two copies of the GPO Form 910 “BID” form. Do not enter bid prices on GPO Form 910; prices entered in the “SCHEDULE OF PRICES” will prevail.

Bidder _____

(City - State)

By _____
(Signature and title of person authorized to sign this bid)

(Person to be contacted)

(Telephone Number)

**EMPLOYEE RIGHTS
ON GOVERNMENT CONTRACTS**

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION
This establishment is performing Government contract work subject to (check one)

**SERVICE CONTRACT ACT (SCA) or
PUBLIC CONTRACTS ACT (PCA)**

MINIMUM WAGES: Your rate must be no less than the Federal minimum wage established by the Fair Labor Standards Act (FLSA).

A higher rate may be required for SCA contracts if a wage determination applies. Such wage determination will be posted as an attachment to this Notice.

FRINGE BENEFITS: SCA wage determinations may require fringe benefit payments (or a cash equivalent). PCA contracts do not require fringe benefits.

OVERTIME PAY: You must be paid 1.5 times your basic rate of pay for all hours worked over 40 in a week. There are some exceptions.

CHILD LABOR: No person under 16 years of age may be employed on a PCA contract.

SAFETY & HEALTH: Work must be performed under conditions that are sanitary, and not hazardous or dangerous to employees' health and safety.

UNION DUES: Executive Order (E.O.) 13201 requires certain Government contractors to notify employee of rights related to union dues.

COMPLAINTS: Specific DOL agencies are responsible for the administration of these laws. To file a complaint or obtain information for:

SCA or PCA Contact the Wage and Hour Division by calling its toll-free help line at 1-866-4-USWAGE (1-866-487-9243), or visit its Web site at www.wagehour.dol.gov.

SAFETY & HEALTH Contact the Occupational Safety and Health Administration (OSHA) by calling 1-800-321-OSHA (1-800-321-6742), or visit its Web site at www.osha.gov.

UNION DUES Contact either the Office of Labor-Management Standards (OLMS) or Office of Federal Contract Compliance Programs (OFCCP), by calling 1-866-4-USA-DOL or OLMS' Website at www.olms.dol.gov.

For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor Employment Standards Administration Wage and Hour Division

WHD Publication 1313 (Revised April 2009)

U.S. Department of Labor

The purpose of the discussion below is to advise contractors which are subject to the Walsh-Healey Public Contracts Act or the Service Contract Act of the principal provisions of these acts.

Walsh-Healey Public Contracts Act

General Provisions — This act applies to contracts which exceed or may exceed \$10,000 entered into by any agency or instrumentality of the United States for the manufacture or furnishing of materials, supplies, articles, or equipment. The act establishes minimum wage, maximum hours, and safety and health standards for work on such contracts, and prohibits the employment on contract work of convict labor (unless certain conditions are met) and children under 16 years of age. The employment of homeworkers (except homeworkers with disabilities employed under the provisions of Regulations, 29 CFR Part 525) on a covered contract is not permitted.

In addition to its coverage of prime contractors, the act under certain circumstances applies to secondary contractors performing work under contracts awarded by the Government prime contractor.

All provisions of the act except the safety and health requirements are administered by the Wage and Hour Division.

Minimum Wage — Covered employees must currently be paid not less than the Federal minimum wage established in section 6(a)(1) of the Fair Labor Standards Act.

Overtime — Covered workers must be paid at least one and one-half times their basic rate of pay for all hours worked in excess of 40 a week. Overtime is due on the basis of the total hours spent in all work, Government and non-Government, performed by the employee in any week in which covered work is performed.

Child Labor — Employers may protect themselves against unintentional child labor violations by obtaining certificates of age. State employment or age certificates are acceptable.

Safety and Health — No covered work may be performed in plants, factories, buildings, or surroundings or under work conditions that are unsanitary or hazardous or dangerous to the health and safety of the employees engaged in the performance of the contract. The safety and health provisions of the Walsh-Healey Public Contracts Act are administered by the Occupational Safety and Health Administration.

Posting — During the period that covered work is being performed on a contract subject to the act, the contractor must post copies of Notice to Employees Working on Government Contracts in a sufficient number of places to permit employees to observe a copy on the way to or from their place of employment.

Responsibility for Secondary Contractors — Prime contractors are liable for violations of the act committed by their covered secondary contractors.

Service Contract Act

General Provisions — The Service Contract Act applies to every contract entered into by the United States or the District of Columbia, the principal purpose of which is to furnish services in the United States through the use of service employees. Contractors and subcontractors performing on such Federal contracts must observe minimum wage and safety and health standards, and must maintain certain records, unless a specific exemption applies.

Wages and Fringe Benefits — Every service employee performing any of the Government contract work under a service contract in excess of \$2,500 must be paid not less than the monetary wages, and must be furnished the fringe benefits, which the Secretary of Labor has determined to be prevailing in the locality for the classification in which the employee is working or the wage rates and fringe benefits (including any accrued or prospective wage rates and fringe benefits) contained in a predecessor contractor's collective bargaining agreement. The wage rates and fringe benefits required are usually specified in the contract but in no case may employees doing work necessary for the performance of the contract be paid less than the minimum wage established in section 6(a)(1) of the Fair Labor Standards Act.

Service contracts which do not exceed \$2,500 are not subject to prevailing rate determinations or to the safety and health requirements of the act. However, the act does require that employees performing work on such contracts be paid not less than the minimum wage rate established in section 6(a)(1) of the Fair Labor Standards Act.

Overtime — The Fair Labor Standards Act and the Contract Work Hours Safety Standards Act may require the payment of overtime at time and one-half the regular rate of pay for all hours work on the contract in excess of 40 a week. The Contract Work Hours Safety Standards Act is more limited in scope than the Fair Labor Standards Act and generally applies to Government contracts in excess of \$100,000 that require or involve the employment of laborers, mechanics, guards, watchmen.

Safety and Health — The act provides that no part of the services in contracts in excess of \$2,500 may be performed in buildings or surroundings or under working conditions, provided by or under the control or supervision of the contractor or subcontractor, which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish the services. The safety and health provisions of the Service Contract Act are administered by the Occupational Safety and Health Administration.

Notice to Employees — On the date a service employee commences work on a contract in excess of \$2,500, the contractor (or sub-contractor) must provide the employee with a notice of the compensation required by the act. The posting of the notice (including any applicable wage determination) contained on the reverse in a location where it may be seen by all employees performing on the contract will satisfy this requirement.

Notice in Subcontracts — The contractor is required to insert in all subcontracts the labor standards clauses specified by the regulations in 29 CFR Part 4 for Federal service contracts exceeding \$2,500.

Responsibility for Secondary Contractors — Prime contractors are liable for violations of the act committed by their covered secondary contractors.

Other Obligations — Observance of the labor standards of these acts does not relieve the employer of any obligation he may have under any other laws or agreements providing for higher labor standards.

Additional Information — Additional Information and copies of the acts and applicable regulations and interpretations may be obtained from the nearest office of the Wage and Hour Division or the National Office in Washington D.C. Information pertaining to safety and health standards may be obtained from the nearest office of the Occupational Safety and Health Administration or the National Office in Washington, D.C.]