

PROGRAM: 250-S		P R O G R A M 2 5 0 - S										
TITLE: AFOSI Scanning Contract												
AGENCY: DLA Document Services												
TERM: Date of Award thru November 30, 2016												
		ARC DOCUMENT SOLUTIONS Columbia, MD			BEST COPY & PRINTING, INC. Gaithersburg, MD		FUTURENET GROUP, INC. College Park, MD		GLOBAL DOCUMENT SERVICES Elkridge, MD		GRAPHIC VISIONS Gaithersburg, MD	
		BASIS OF AWARD	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST
I. COMPLETE PRODUCT:												
(a)	Scanning to PDF/A File (8-1/2 x 11") . . . per scanned side-----	2,025,000	0.11	222,750.00	0.12	243,000.00	0.053	107,325.00	0.094	190,350.00	0.198	400,950.00
(b)	Scanning to PDF/A File (8-1/2 x 14") . . . per scanned side-----	112,500	0.11	12,375.00	0.13	14,625.00	0.053	5,962.50	0.10	11,250.00	0.198	22,275.00
(c)	Scanning to PDF/A File (17 x 11") . . . per scanned side-----	112,500	0.11	12,375.00	0.14	15,750.00	0.053	5,962.50	0.12	13,500.00	0.198	22,275.00
II. ADDITIONAL OPERATIONS:												
	In-Process File Return Request . . . per file-----	4			15.00	60.00			250.00	1,000.00	400.00	1,600.00
CONTRACTOR TOTALS						273,435.00				216,100.00		447,100.00
DISCOUNT		0.00%			2.00%	5,468.70	0.00%		0.00%	0.00	2.00%	8,942.00
DISCOUNTED TOTALS						267,966.30				216,100.00		438,158.00
<i>(Program 250-S is a new term contract.)</i>												
		GRAY GRAPHICS Capitol Heights, MD			ILM CORPORATION OF VA Fredericksburg, VA		QUALITY ASSOCIATES, INC. Fulton, MD		RICOH USA Alexandria, VA		T-REX CORPORATION College Park, MD	
		BASIS OF AWARD	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST
I. COMPLETE PRODUCT:												
(a)	Scanning to PDF/A File (8-1/2 x 11") . . . per scanned side-----	2,025,000	0.135	273,375.00			0.24	486,000.00	0.089	180,225.00	0.068	137,700.00
(b)	Scanning to PDF/A File (8-1/2 x 14") . . . per scanned side-----	112,500	0.15	16,875.00			0.25	28,125.00	0.089	10,012.50	0.068	7,650.00
(c)	Scanning to PDF/A File (17 x 11") . . . per scanned side-----	112,500	0.15	16,875.00			0.26	29,250.00	0.129	14,512.50	0.068	7,650.00
II. ADDITIONAL OPERATIONS:												
	In-Process File Return Request . . . per file-----	4	250.00	1,000.00			150.00	600.00	50.00	200.00	10.00	40.00
CONTRACTOR TOTALS				308,125.00				543,975.00		204,950.00		153,040.00
DISCOUNT		2.00%		6,162.50	0.00%		0.00%	0.00	0.00%	0.00	0.00%	0.00
DISCOUNTED TOTALS				301,962.50				543,975.00		204,950.00		153,040.00
												(A W A R D E D)

U.S. GOVERNMENT PUBLISHING OFFICE

Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

AFOSI Scanning Contract

as requisitioned from the U.S. Government Publishing Office (GPO) by the

DLA Document Services

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning Date of Award and ending November 30, 2016, 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 December 16, 2015.

BID SUBMISSION: Submit bid in pre-addressed envelope furnished with solicitation or send to: U.S. Government Publishing Office, Bid Section, Room C-848, Stop: PPSGB, 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: GPO Bookstore, 710 North Capitol Street, NW, Washington, DC, between the hours of 8:00 a.m. and 4:00 p.m., prevailing Washington, DC time, Monday through Friday. Contractor is to follow the instructions in the bid submission/opening area. If further instruction or assistance is required, call (202) 512-0526.

RESTRICTION ON LOCATION OF PRODUCTION FACILITIES: All production facilities used in the manufacture of the product(s) ordered under this contract must be located within a 75-mile radius of the Air Force Office of Special Investigations, 27130 Telegraph Road, Quantico, VA 22134.

THIS IS A NEW PROGRAM. THERE IS NO ABSTRACT AVAILABLE. HOWEVER, BIDDERS, PLEASE NOTE: These specifications have been revised from the original solicitation; therefore, all bidders are cautioned to familiarize themselves with all provisions of the specifications before bidding.

NOTICE TO BIDDERS: Bidders are instructed to adhere to all requirements of the solicitation. Special attention is directed to the following provisions –

- Service Contract Act of 1965
- Employees Rights on Government Contracts (See EXHIBIT A.)

For information of a technical nature, contact Linda Giacomo at lgiacomo@gpo.gov or (202) 512-0307.

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 www.gpo.gov/pdfs/vendors/contractdisputes.pdf.

SUBCONTRACTING: Subcontracting is NOT permitted.

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 Date of Award to November 30, 2016, 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 August 31, 2015, 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.

NONDISCLOSURE OF INFORMATION: Neither the contractor nor any of its employees shall divulge nor release data or information developed or obtained during performance of this contract except to authorize Government personnel with an established need-to-know or upon written approval of the Contracting Officer.

The contractor must ensure that documents are secured and handled to track chain of custody and ensure security.

Protection of Sensitive and Personally Identifiable Information (PII) – Information furnished on this contract may contain Personally Identifiable Information (PII). It is the contractor's responsibility to properly safeguard PII from loss, theft, or inadvertent disclosure and to immediately notify the Government of any loss of personally identifiable information.

Personally identifiable information is "information that 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." (Reference: OMB Memorandum 07-16.) Other specific examples of PII include, but are not limited to:

- Personal identification numbers, such as passport number, driver's license number, taxpayer identification number, or financial account or credit card number.
- Address information, such as street address or personal email address.
- Personal characteristics, including photographic image (especially of face or other distinguishing characteristic), fingerprints, handwriting, or other biometric image or template data (e.g., retina scans, voice signature, facial geometry).

DATA RIGHTS: All data furnished and 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, 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.

Information contained in all source documents and other media provided by DLA is the sole property of DLA.

All furnished data is designated as "UNCLASSIFIED/LAW ENFORCEMENT SENSITIVE/FOR OFFICIAL USE ONLY."

WARNING: All contractor employees performing on this contract are required to be U.S. citizens. Items are not classified, however, the contractor is prohibited from producing or distributing the products produced under this contract outside of the official orders. For example, contractor cannot produce for own use, sale, or other uses, including marketing, promotion, or other uses.

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 copies produced by the contractor are to be destroyed by means of abrasive destruction, burning, shredding, or other method that guarantees complete protection against access.

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.

The contractor must provide a secure area(s) dedicated to the processing and storage of materials. Secure work areas must be under camera surveillance with access limited to only those employees involved in the production of this contract. Signs must be posted that only assigned employees may enter. It is prohibited for cameras and cell phones to be in the work areas of the AFOSI production.

At least one supervisory employee must be permanently assigned to the secured areas to visually observe, at all times, including any time AFOSI materials are within the contractor's possession, the production of AFOSI work and the destruction of any materials.

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.

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

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.

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

- How all accountable materials will be handled throughout all phases of production.
- How all furnished data will be stored and protected.
- How the disposal of waste materials will be handled.
- List of employees who will be performing on this contract. (NOTE: If, at any point during the term of the contract, a change in employees is made (e.g., an employee is no longer performing on this contract or a new employee is being added), the contractor must provide an amended list to the Contracting Officer within two (2) workdays of the change.

Part of the Security Control Plans shall include a floor plan detailing the area(s) to be used, showing existing walls, equipment to be used, and the processing and storage locations.

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.

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

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

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 Date of Award through November 30, 2016, 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 emailed, faxed, 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.

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 include annual leave and pay for holidays as described in the Service Contract Act of 1965. The Government is not responsible for these benefits.

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.

PAYMENT: During the first week of each month, the contractor shall submit a monthly itemized statement for billing for all work performed 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 for verification.

After ordering agency verification, submit billing invoice to: U.S. Government Publishing 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 document conversion services requiring such operations as document preparation, scanning, Optical Character Recognition (OCR) conversion, PDF/A file creation, file name management and conversion, packing, and distribution.

All work will be completed at the contractor's facility.

TITLE: AFOSI Scanning Contract.

FREQUENCY OF ORDERS: Due to the volume of work that will be required on this contract, an “open” print order will be issued quarterly to cover all work performed during those three months.

The contractor will be permitted to bill against the quarterly print order on a monthly basis. (See PAYMENT in SECTION 1.)

NUMBER OF LEAVES: Approximately 150,000 leaves per month.

Forty banker boxes will be available for pickup by the contractor biweekly (every two weeks). The average number of leaves per box is 1,875.

GOVERNMENT TO FURNISH: Hard copy original documents furnished in banker boxes will be as follows –

- Majority of documents will be 8-1/2 x 11” (approximately 90%), with the remainder being 8-1/2 x 14” (approximately 5%) and 11 x 17” (approximately 5%).
- Documents are both single-sided and double-sided. (Majority of documents will be single-sided.)
- Documents consist of black only pages and color/grayscale pages.
- Documents may be furnished loose, stapled in one or more locations, or bound with metal binder clips or paper clips.
- Documents consist of a variety of materials, including but not limited to, photocopied copies, typed print, carbon copies, handwritten documents, forms, faxes, sticky notes, blueprints, drawings, plans, maps, photos, and newspapers.
- Some documents may be annotated with handwritten notes or contain signatures and/or seals.
- Documents are printed on different paper stocks, including but not limited to, white/color offset or onionskin paper.

Evidence-grade DVD-Rs and portable hard drives will be furnished with each pickup.

Form 158 for each box of casefiles will be furnished. The ordering agency will generate a Form 158 for each box of casefiles being picked up and/or returned. All casefiles will be listed either directly on the form or as an attachment. The form will be duplicated – one copy for AFOSI and one copy for the contractor. The form will be signed by the contractor upon pickup – after validation with AFOSI on contents. If the Form 158 has any errors (casefile number not included on the form, casefile number on the form not included in box, incorrect casefile number, etc.), the errors will be corrected and a new Form 158 produced, validated, and signed by the contractor.

NOTE: Contractor is responsible for verifying the inventory of the furnished documents with Government personnel at time of pickup.

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

Contractor must provide a list of employees authorized to pick up and deliver furnished materials and output media at the postaward conference. (See DISTRIBUTION.) In the event the postaward conference is waived, contractor must provide the list of employees within five (5) workdays of notification of contract award.

LIABILITY OF GOVERNMENT OWNED PROPERTY: The contractor will be held responsible for replacing lost and/or damaged Government property whether in the performance of the contract or in transit during pickup and/or return of such furnished property to the Government.

TRAINING: The contractor will be required to have contractor representatives (maximum of three employees) on-site at the agency’s location for one (1) week to learn the naming conventions and various case file sections.

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.

Furnished hard copy documents may be furnished loose, stapled, binder clipped, and/or paper clipped. Contractor will be required to separate each page for scanning/conversion.

The contractor will be required to inspect all documents to determine their suitability for scanning.

Contractor must exercise reasonable care to ensure that the integrity of the material is preserved. Where materials are stapled, or otherwise fastened, care must be used in taking the materials apart to ensure that part of the document is not obliterated or that the authenticity of the document becomes questionable.

Contractor is to process one casefile at a time. Contractor may remove all staples or binder/paper clips in advance as long as everything in the casefile is kept in the order received. The order for processing/scanning casefiles is:

1. Scan cover sheet first. This will include the bar code and the case number that is to be used as the file name.
2. Scan material in the same order it is in within the casefile:
 - Envelopes: Scan the outside of the envelope and then the contents that are inside in the same order as they are within the envelope.
 - Photos: Scan individually and adjust for size. If there is any information on the back of a photo, operators must scan the photo first and back of the photo second.
DO NOT SCAN ANY PHOTOS CONTAINING PORNOGRAPHY. (The Government will screen and pre-assess any casefiles containing pornographic material and will make all efforts to ensure these casefiles are not furnished to the contractor. In the event that a casefile is furnished to the contractor containing pornographic material, or the contractor is unsure as to whether the materials are considered pornographic, the contractor is to contact AFOSI immediately.)
 - Business Cards: Scan each side containing any content.
 - Electronic Media: Scan the label/face of the media.
 - Fingerprint Cards: Scan all fingerprint cards included in a casefile while maintaining the casefile order.
 - Evidence Tags: Scan both sides and any list that may be attached to the tag.
 - If a document has sticky notes attached:
 - Scan the page with the sticky note.
 - Scan the page without the sticky note.
 - If there is more than one sticky note, the scanner operator will be required to layer down one note at a time.

3. Put everything back into the casefile:

- Set the casefile aside to be placed back into the original box upon full completion.
- When a box is completed, contractor is to put all casefiles back in the same order that they were received.
- Place a green dot label on the box, so it is clearly marked that box has been scanned, then place back in the allocated storage area.

After the scanning/conversion process, the contractor is required to re-assemble/re-fasten furnished documents in their same order and re-pack the originals in the boxes in the original order.

CONTRACTOR OPERATING PROCEDURES: On the first order only, the contractor will provide statistics for the average time to scan a small, medium, and large casefile.

In conjunction with the approved Security Control Plans, the contractor must be in accordance with the following:

- All material will be protected from unauthorized disclosure by placing all materials in a limited access location with security camera oversight.
- All scanning and handwork will be conducted by authorized personnel only. None of the storage systems for data are to be accessible from the World Wide Web. Data will be kept on the same scanning machine throughout the term of the contract and not comingle with any other data on the contractor's network.
- A non-disclosure/confidentiality agreement will be established for all authorized personnel to sign who will be working on this contract.
- Upon pickup of furnished boxes, the contractor's driver must immediately deliver the boxes directly from the vehicle to the allocated secured area.

When authorized personnel arrive for the day, they will be required to log in. Each time they leave the work area, they will be required to log out, then log back in when they return to the work area.

At the beginning of each day/shift, the supplied hard drive is to be removed from the safe by the operating manager, attached to the server, and logged in.

Scanner operators are to process one box at a time.

Before an operator begins scanning, the operator must check the case numbers on Form 158 against the case numbers in the box. They must sign Form 158 and give it to the manager who will turn them in to the ordering agency.

Each operator will have a copy of the AFOSI Digitization of Investigative Case Files Log spreadsheet with all cases listed with its corresponding box number beside it. (AFOSI will provide spreadsheet currently being used for contractor's use.) The following information must be recorded on the AFOSI Digitization of Investigative Case Files Log spreadsheet for each individual case:

1. Date the case was scanned
2. Initials of the scanner operator
3. Hard drive name
4. Number of pages

5. Yes/No answer for the following –
- Photos
 - X-Rays (Do NOT scan furnished x-rays.)
 - Any original and/or duplicate copies of fingerprint cards
 - Electronic media (CD, DVD, Floppy Disk, VHS, etc.)

All spreadsheets must be turned in to the ordering agency at the time of shipment delivery so that the information can be recorded and sent to AFOSI.

At the end of the day/shift, the hard drive needs to be logged out and put back into the safe by the manager.

Each employee is required to log out of the work area when they leave for the day/shift.

SCANNING AND CONVERSION: Contractor shall scan all documents in color.

All documents will be scanned at 300 dots per inch (dpi) and converted to PDF/A files with OCR hidden text. For each PDF/A file, the contractor will create eight (8) bookmarks which correspond to the eight (8) sections of each casefile. The eight (8) sections will be explained and demonstrated during the on-site training. (See TRAINING.)

The contractor is responsible for the creation of a standardized name for each PDF/A file. All files must be saved using the barcode and the casefile number (i.e., BC{barcode#}~{casefile number}.pdf).

Examples of casefile names are as follows:

BC1050690~228_C_120_G1_32640122851147.PDF
BC017091~93210D62_S725995.PDF

NOTE: All dashes (-) in a casefile number need to be replaced with an underscore (_). Maximum number of characters in a casefile number is 50.

Each casefile can be considered approximately 450 images in length. Each file may contain an envelope of supporting data. Contractor must scan the outside of the envelope and the inside contents in the same order as inserted in envelope. All casefiles will be reconstituted back into the original order and condition.

The contractor is to provide deliverables on DVD(s) and portable hard drives. (See OUTPUT MEDIA.)

Additional images/files from those listed above may require conversion as the collection of casefiles grows daily.

OUTPUT MEDIA: The contractor shall save the PDF/A files for each biweekly shipment to an evidence-grade DVD-R (to be furnished by the ordering agency at time of shipment pickup). All documents furnished in a biweekly shipment (and saved as PDF/A files) are to be delivered on the same DVD.

Insert DVD(s) into jewel cases – one disc per case.

Additionally, the contractor shall save the PDF/A files to a portable external hard drive (to be furnished by the ordering agency at time of shipment pickup).

Procedures for handling the furnished external hard drive:

1. A log sheet entitled “Hard Drive Tracking Log” will be provided by the ordering agency for each hard drive furnished.
2. Every time each drive is connected to a system, it must be recorded on the “Hard Drive Tracking Log.”
3. The log sheet for each drive must stay with that hard drive.
4. The hard drives must be stored in a safe when not in use.
5. At the beginning of each day/shift, the hard drive is to be removed from the safe by the operating manager, attached to the server, and logged in.
6. When the portable drives are returned to HQ AFOSI:
 - a. Each must be virus scanned prior to connection to any HQ AFOSI system.
 - b. Individual maintaining/using drive will provide the following information to the ordering agency immediately upon connection to prevent system from being disabled:
 - User’s Name
 - System Name
 - Device Instance ID
 - AFOSI Hard Drive Tracking Number assigned to the hard drive

Contractor shall deliver the DVDs and the portable hard drive to the ordering agency in accordance with the contract schedule.

PACKING: Pack the output media (DVDs in jewel cases and portable hard drive) suitable so as to ensure safe delivery without damage or data loss.

Re-pack furnished materials in the original boxes in the original order.

LABELING AND MARKING: Reproduce shipping container label from furnished repro, fill in appropriate blanks, and attach to shipping containers.

ACCEPTANCE TESTING: All files scanned will be subject to acceptance testing by the ordering agency for accuracy, completeness, and legibility. Contractor will be notified within 48 hours of delivery if there are problems with files.

BIWEEKLY CONTRACTOR STATUS REPORTS: A biweekly status report must be sent to the ordering agency. Contractor must address, at a minimum, the following:

- Verify the quantity of images retrieved (including page count and page size), scanned/converted, and returned on DVDs.
- Specify date of biweekly pickups, delivery of output media, and return of furnished materials.
- Image Quality: The contractor shall be expected to perform quality management on the work they perform. The contractor shall ensure that scanned images contain less than 0.5% error rate for image quality issues. Images must be at least as legible as the initial document within the restrictions of the resolution requested. Scanned images must not contain partial or multiple page images as would occur if images were not fed through a feeder correctly.

IN-PROCESS FILE RETURN: Occasionally, the ordering agency will require the contractor to return the furnished documents (or a small subset of the furnished documents) that have already been picked up by the contractor but are still being scanned/converted.

When required, the contractor must return the requested original furnished hard copy file to an authorized representative of the ordering agency within one (1) workday of the initial request. (If a request is issued on a Friday or the workday prior to a Federal holiday, the contractor must return the file the next immediate workday.)

A list of authorized agency personnel will be provided to the contractor after award of the contract.

DISTRIBUTION: Deliver f.o.b. destination the output media to: HQ AFOSI/XILD Records Repository, 27130 Telegraph Road, Quantico, VA 22134.

All pickups and deliveries (for both furnished materials and the output media) must be picked up/delivered by an employee of the contractor. Small package carriers and USPS will not be allowed. Pickups and deliveries must be in strict accordance with the following:

- Contractor must be able to provide company identification at time of pickup/delivery.
- Materials will be transported in a locked vehicle with an approved dedicated driver escorting the material. At no time will the vehicle be left unattended or allowed to make additional stops while in transit. The material must be picked up from and delivered only to an authorized individual at the ordering agency.
- Vehicle will be unmarked driving directly to and from the contractor's facility to the ordering agency for pickups and deliveries. The dedicated driver must be familiar with handling of sensitive material.
- Upon delivery of materials to the contractor's facility, the furnished materials will be immediately accounted for and inventoried by authorized staff that have already been processed for the management of the work to be produced under this contract.

Receipt for Delivery – Contractor must furnish receipts for delivery. These receipts must include the GPO purchase order, jacket, program, and print order numbers, date of delivery, and signature of Government agency accepting delivery. The original copy of this receipt must accompany the contractor's billing invoice for payment. The contractor must be able to produce a signed receipt for these materials at any time during the contract.

Upon completion of each shipment, contractor must notify the ordering agency (on the same day the product delivers) via email to the address indicated on the print order. The subject line of the email shall be "Distribution Notice for Program 250-S, Print Order XXXXX, Jacket Number XXX-XXX." The notice must provide all applicable tracking numbers, delivery method, and title. Contractor must be able to provide copies of all delivery receipts upon agency request.

All expenses incidental to the pickup and return of furnished materials must be borne by the contractor.

RETURN OF FURNISHED MATERIALS: Those furnished documents that have been scanned/converted must be returned with their corresponding DVD(s)/portable hard drives to the address listed under DISTRIBUTION.

The contractor will be required to return, unload, and assist in placement of boxes at the ordering agency's location.

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).

Each quarterly “open” print order will be emailed or faxed to the contractor.

Furnished material must be picked up from: HQ AFOSI, Russell Knox Building Loading Dock, 27130 Telegraph Road, Quantico, VA 22134. (Furnished material must be picked up and returned directly by the contractor.)

The following schedule begins the SAME workday as pickup of furnished materials.

Forty banker boxes will be available for pickup by the contractor biweekly.

Contractor must complete production and distribution within 10 workdays of retrieval of each biweekly pickup of furnished materials.

NOTE: Contractor must coordinate delivery of shipment with pickup of next shipment.

The ship/deliver date(s) indicated on the print order is the final delivery date(s) products ordered for delivery f.o.b. destination must be delivered to the destination(s) specified.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with each 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 Publishing Office of the date of shipment or delivery, as applicable. 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.

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 requirements 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) 2,025,000
- (b) 112,500
- (c) 112,500

- II. 4

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SECTION 4. – SCHEDULE OF PRICES

Bids offered are f.o.b. destination.

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. COMPLETE PRODUCT: Prices offered shall include the cost of all required materials and operations necessary for the complete production and distribution of the product listed in accordance with these specifications. (Blank backsides must be removed.)

Prices must include the cost of saving to furnished DVD-R and furnished portable hard drive, the jewel cases, and inserting into jewel cases. Additionally, prices must include cost of biweekly contractor status reports.

(a) Scanning to PDF/A File (8-1/2 x 11").....per scanned side.....\$ _____

(b) Scanning to PDF/A File (8-1/2 x 14").....per scanned side.....\$ _____

(c) Scanning to PDF/A File (17 x 11")per scanned side.....\$ _____

II. ADDITIONAL OPERATIONS:

In-Process File Return Request.....per file.....\$ _____

(Initials)

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)

(Fax Number)

(Email Address)

**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

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

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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.]