

Prog:	345-S																		
Title:	Document Conversion Services																		
Agency:	U.S. Merit Systems Protection Board (MSPB)																		
Term:	Beginning 10.01.17 and ending 09.30.18																		
				CT. RECORD SRVS. OF NJ	DATA MANAGEMENT INT'L	GRAY GRAPHICS	METAL MAGIC	RICOH USA	CURRENT CONTRACTOR										
				Wilmington, DE	New Castle, DE	Capitol Heights, MD	Phoenix, AZ	Alexandria, VA	Digital Impressions, Inc.										
I.	DOCUMENT INSPECTION AND PREPARATION, AND SCANNING AND CONVERSION:																		
(a)	Scanning.....per page.....	135316	0.07	9,472.12	0.12	16,237.92	0.10	13,531.60	-----	-----	0.125	16,914.50							
(b)	Outputting onto a CD...per disc.....	112	10.00	1,120.00	20.00	2,240.00	25.00	2,800.00	-----	-----	5.00	560.00							
II.	DUPLICATING/COPYING, BINDING, PACKING, AND DISTRIBUTION:																		
	Item II. (b) must include cost of top and bottom cover and binding with Acco type fasteners.																		
																			EXTENSIVELY
(a)	Duplicating/Copying.....per reproduced page.....	46382	0.04	1,855.28	0.05	2,319.10	0.05	2,319.10	-----	-----	0.125	5,797.75							
(b)	Binding.....per bound unit.....	226	0.45	101.70	5.00	1,130.00	2.00	452.00	-----	-----	10.00	2,260.00							REVISED
III.	ADDITIONAL OPERATIONS:																		
																			SPECIFICATION
(a)	Data Storage.....per month.....																		
(b)	Outputting printed copies from stored file.....	12	25.00	300.00	500.00	6,000.00	100.00	1,200.00	-----	-----	100.00	1,200.00							
per page.....	1462	0.10	146.20	0.05	73.10	0.10	146.20	-----	-----	0.125	182.75							
IV.	PREMIUM PAYMENTS:																		
(a)	Percentage increase.....																		
	CONTRACTOR SUBTOTALS			12,995.30		28,000.12		20,448.90	-----	-----		26,915.00							
	ACCELERATED SCHEDULE	5.00%		649.77		1,400.01		1,022.45	-----	-----		1,345.75							
	PERCENTAGE INCREASE		10.00%	64.98	20.00%	280.00	10.00%	102.25	-----	-----	5.00%	67.29							
	CONTRACTOR TOTALS PLUS % INCREASE			13,060.28		28,280.12		20,551.15	-----	-----		26,982.29							
	DISCOUNT		2.00%	261.21	2.00%	565.60	1.00%	205.51	-----	-----	0.00%								
	DISCOUNTED TOTALS			12,799.07		27,714.52		20,345.64	-----	-----		26,982.29							
				AWARDED															

U.S. GOVERNMENT PUBLISHING OFFICE

Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Document Conversion Services

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

U.S. Merit Systems Protection Board (MSPB)

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning October 1, 2017, and ending September 30, 2018, 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 August 24, 2017.

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: CSPS, 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.

PRODUCTION AREA: It is assumed that all production facilities used in the manufacture of the products ordered under this contract will be located within a 60-mile radius of zero milestone Washington, DC.

Any bidder intending to use production facilities outside this area should furnish information, with the bid, which will on its face demonstrate ability to meet the schedule requirements. The determination by the Government of the acceptability of this information in no way relieves the successful bidder of the responsibility for compliance with these schedule requirements.

BIDDERS, PLEASE NOTE: These specifications have been extensively revised; therefore, all bidders are cautioned to familiarize themselves with all provisions of these specifications before bidding.

Abstracts of contract prices are available at <https://www.gpo.gov/gpo/abstracts/abstract.action?region=DC>.

For information of a technical nature, contact Rebecca Swan at rswan@gpo.gov or (202) 512-1239.

SECTION I.- GENERAL TERMS AND CONDITIONS GPO CONTRACT TERMS

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)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (Rev. 8-02)).

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

GPO QATAP (GPO Publication 310.1) – <http://www.gpo.gov/pdfs/vendors/sfas/qatap.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: The predominant production function is scanning and conversion. Any contractor who cannot perform the predominant production function will be declared non-responsible.

The contractor shall be responsible for enforcing all contract requirements outsourced to a subcontractor.

Subcontractor(s) must be approved by the Government prior to production starting in that facility. The subcontractor's information must be provided in conjunction with the "SECURITY CONTROL PLAN" specified herein.

If the contractor needs to add a subcontractor at any time after award, the subcontractor must be approved by the Government prior to production starting in that facility. If the subcontractor is not approved by the Government, then the contractor must submit new subcontractor's information to the Government for approval five (5) calendar days prior to the start of production at that facility.

GPO IMPRINT REQUIREMENT: The GPO imprint requirement, GPO contract Terms Supplemental Specifications, No. 9, is waived.

QUALITY ASSURANCE LEVELS AND STANDARDS: The following levels and standards shall apply to these specifications:

Product Quality Levels:

- (a) Printing (page related) Attributes--Level IV.
- (b) Finishing (item related) Attributes--Level IV.

Inspection Levels (from ANSI/ASQC Z1.4):

- (a) Non-destructive Tests - General Inspection Level I.
- (b) Destructive Tests - Special Inspection Level S-2.

Specified Standards: The specified standards for the attributes requiring them shall be:

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	Furnished Documents

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, 2017 to September 30, 2018, 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 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, 2017, 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 an on-site pre-award 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.

SECURITY REQUIREMENTS: The contractor shall comply with all security requirements set forth in these specifications.

In addition, contractor shall comply with terms included in FAR clause 52.204-21: Basic Safeguarding of Covered Contractor Information Systems (See Attachment 2).

Contractor must also conduct initial and subsequent annual privacy training in accordance with FAR clause 52.224-3: Privacy Training (See Attachment 3). Contractor must maintain and provide documentation of completion upon request.

NOTE: All furnished data is designated as being “Sensitive But Unclassified” (SBU) and contains “Personally Identifiable Information” (PII).

SECURITY WARNING: It is the contractor’s responsibility to properly safeguard personally identifiable information from loss, theft, or inadvertent disclosure and to immediately notify the Government of any loss of personally identifiable information. PII is “information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual.” OMB M-17-12; OMB Circular A-130. Other specific examples of PII include, but are not limited to:

- (a) Personal identification number, such as passport number, driver’s license number, taxpayer identification number, or financial account or credit card number;
- (b) Address information, such as street address or personal email address; and,
- (c) 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).

SECURITY CONTROL PLAN: The contractor shall operate and maintain an effective security system whereby materials used to perform the contract are manufactured and/or stored (e.g., while awaiting distribution or disposal) so as to ensure against theft and/or the unauthorized possession of the materials.

Contractor is cautioned that Government provided information shall not be used for non-government business. Specifically, Government information shall not be used for the benefit of a third party.

The Government retains the right to conduct on-site security reviews at any time during this contract.

The contractor shall present, in writing, to the Contracting Officer within 48 hours 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.

1. The plan shall contain at a minimum how Government files (data) will be secured to prevent disclosure to a third part prior to and after termination of contract;
2. Explain how all accountable materials will be handled throughout all phases of production;
3. List of subcontractor(s) and their specific function(s), as applicable;
4. How the disposal of waste materials will be handled; and,

5. 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) workdays 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.

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.

Contractor and its employees shall execute an MSPB Non-Disclosure Agreement and No Conflict of Interest Agreement prior to commencing work on this contract. The Non-Disclosure Agreements shall be maintained by the Contractor and provided to MSPB immediately upon request. Contractor shall confirm on a semi-annual basis that all employees working on this contract have executed the MSPB Non-Disclosure Agreement and No Conflict of Interest Agreement (See Attachment 1).

DATA RIGHTS: All data and materials furnished and produced in the performance of this contract shall be the sole property of the MSPB. 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 the Government is the sole property of the Government.

WARNING: All contractor employees performing on this contract are required to be U.S. citizens. The contractor is prohibited from producing or distributing the products produced under this contract outside of the official orders (i.e., cannot produce for their 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.

ACCESS TO DOCUMENTS: The contractor shall restrict access to documents provided by the Government under this contract to their employees who have been/are recipients of a favorable National Agency Check (NAC) (i.e., a background check). All contractor personnel/employees shall complete the Non-Disclosure Agreement and No Conflict of Interest Agreement provided by the MSPB representative prior to being granted access to any MSPB documents. The contractor shall identify and disclose the names and nationalities of any/all personnel employed to perform work under this contract.

Contractor must provide the following information for contractor employees that will be performing on this contract:

- Name (last name, first name, middle initial)
- Social security number
- Date of birth
- Place of birth
- Citizenship

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 as stated in 5 U.S.C. 552a (i)(1) CRIMINAL PENALTIES. 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) CRIMINAL PENALTIES and m(1) GOVERNMENT CONTRACTORS.

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/her education, financial transactions, medical history, and criminal or employment history and that contains his/her 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.

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. Government Publishing Office, Washington, DC, immediately after award. At the option of the Government, the postaward conference may be held via teleconference.

NOTE: Any persons 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, 2017 through September 30, 2018 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" upon notification by the Government for purposes of the contract when it is electronically transmitted or otherwise physically 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.

PAYMENT: Submitting all invoices for payment via the GPO fax gateway (if no samples are required) utilizing the GPO barcode coversheet program application is the fastest method of getting paid. The information for using this method can be found at the following web address:
<https://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html>.

Invoices may also be mailed to: U.S. Government Publishing Office of Financial Management, Attn: Comptroller, Stop: FMCE, Washington, DC 20401. For more information about the billing process refer to the General Information Section of the Office of Finance web page located at <https://www.gpo.gov/finance/index.htm>.

Contractor's billing invoice 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 inspection and preparation, scanning and conversion, duplicating/copying in black ink, binding, packing, and distribution.

TITLE: Document Conversion Services.

FREQUENCY OF ORDERS: Approximately 3 to 15 orders per month. Multiple orders may be placed on the same day with the same schedule.

QUANTITY: Approximately 1 to 3 copies per order.

NUMBER OF PAGES: Approximately 50 to 4,000 pages per order. An occasional order may be placed for up to 9,000 pages.

TRIM SIZE: 8-1/2 x 11".

GOVERNMENT TO FURNISH:

Original court documents up to and including 8-1/2 x 14" to be reproduced to fit 8-1/2 x 11", and oversized documents (blueprints, drawings, etc.) folded to 8-1/2 x 11". Copy may consist of face only or face and back documents (with or without identification tabs extending along the right 11" edge), envelopes, and scraps of paper, tabbed dividers, and printed publications. Material will be furnished in folders, and some of the material may be stapled or fastened with fasteners. Printed publications may be saddle and/or side-stitched and perfect and/or case-bound.

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.

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

DOCUMENT INSPECTION AND PREPARATION:

Units of copy held together with staples or fasteners may be separated for reproduction but must be returned to original condition (stapled or fastened) before returning to the ordering agency. Bound publications must be kept intact.

Each piece of original copy must be examined by the contractor and evaluated in order to determine:

- (a) If copy is face only or face and back and to remove staples and/or fasteners, if necessary;
- (b) Machine setting necessary to reproduce weak copy and copy which is on non-white paper;
- (c) Reproduction setting necessary to reduce 8-1/2 x 14" copy or copy which completely fills 8-1/2 x 11" image area. **NOTE:** Identification tabs extend outside the 8-1/2" image area on many pages of copy. The information on these tabs, usually an alphabet character, must be copied within the reproduction area by whatever method the contractor chooses, including hand insertion of the alphabet character/information in the margin of the copy.

Oversized documents (copy larger than 8-1/2 x 14") may be reproduced the same size as the original, or, at contractor's option, may be reproduced as 8-1/2 x 11" sections of the original.

SCANNING AND CONVERSION: On every order, the contractor must scan documents furnished by the Government, convert to an OCR searchable PDF file, and output the file onto a CD.

All documents will be scanned at a minimum of 300 dots per inch (dpi) in black only.

After scanning, the contractor shall convert documents into a PDF file suitable for output onto a CD. Document conversion must include optical character recognition (OCR) and processing of all text including image captions, footnotes, and annotations with a high standard accuracy level. The contractor shall be required to meet 97% accuracy in both converted text and numerics.

NOTE: Approximately 70% of orders will be for scanning and conversion services only and will require no printing.

PRINTING ON CD: At contractor's option, either print directly onto each CD or print onto an adhesive label and affix to the disc. Printing will consist of type matter in black ink only, and must contain the case name, docket number, and print order number, as specified on the print order. Insert each disc into a jewel case.

NOTE: CD printing must resist rub-off and must not affect the functionality of the disc.

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 12" dated March 2011.

Government Paper Specification Standards No. 12 – http://www.gpo.gov/pdfs/customers/sfas/vol12/vol_12.pdf.

All text paper used in each copy must be of a uniform shade. All cover paper must have the grain parallel to the spine.

Text: At contractor's option, White Plain Copier, Xerographic (Qualified Product), basis weight: 20 lbs. per 500 sheets, 17 x 22", equal to JCP Code O-60 or White Offset Book, basis weight: 40 or 50 lbs. per 500 sheets, 25 x 38", equal to JCP Code A60.

Top Cover: Clear plastic sheet material 0.008 inch (plus or minus 5%) thick.

Bottom Cover: White Index, basis weight: 110 lbs. per 500 sheets, 25-1/2 x 30-1/2", equal to JCP Code K10.

DUPLICATING/COPYING: When ordered, any suitable method, provided the equipment used is capable of being adjusted to enhance weak copy, reproduce blue-ink originals, reproduce copy from colored stock without excessive background tone, and is adjustable for reduction of image reproduction size. Reproduce furnish copy one side only in black ink or toner. Clear plastic top cover and Index bottom cover does not require imaging.

NOTE: Oversized documents (copy larger than 8-1/2 x 14") reproduced as one sheet the same size as the original must be folded to 8-1/2 x 11".

MARGINS: Maintain margins as indicated on copy.

BINDING:

Trim four sides.

Drill covers and text with two 1/4" diameter holes on the 11" side. Space holes 2-3/4" center to center. Center of top hole must be 1" from top edge of paper and 3/4" from left edge of product.

Bind top cover, text, and bottom cover with Acco or similar type fasteners with compressors. Orders may require binding in more than one unit depending upon the number of pages/cases/volumes on an order.

PACKING:

Pack CD in jewel case suitable so as to ensure safe delivery without damage or data loss.

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

When printed copies are ordered, pack suitable in shipping containers not to exceed 45 pounds when fully packed.

All shipments which fill less than a shipping container must be packaged with materials of sufficient strength and durability and in such a manner which will guarantee that the product will not be damaged and the package will not open not split when processed through the U.S. mail system or a small package carrier delivery system.

LABELING AND MARKING: Contractor to download the "Labeling and Marking Specifications" form (GPO Form 905, Rev. 7-15) from GPO.gov, fill in appropriate blanks, and attach to shipping containers.

DISTRIBUTION: Deliver f.o.b. destination to the U.S. Merit Systems Protection Board, Suite 500, 1615 M Street, NW, Washington, DC 20036. Contact Stephen Smith at (202) 254-4415.

Inside delivery to room number specified is required. Deliveries must be made between 9:00 a.m. and 4:00 p.m. Furnished material must be returned with completed product.

NOTE: Contractor must furnish their own receipts for delivery. These receipts must include the GPO jacket, program, and print order numbers; total quantity delivered; number of cartons; quantity per carton; date delivery made; and, signature of the Government agent accepting delivery. The original copy of this receipt must accompany the contractor's billing invoice for payment.

Upon completion of each order, contractor must notify the ordering agency (on the same day the order delivers) via email to the address indicated on the print order. The subject line of the email shall be "Distribution Notice for Program 345-S, Print Order XXXXX, Jacket Number XXX-XXX." The notice must provide all applicable tracking numbers, delivery method, and title of publication. Contractor must be able to provide copies of all delivery receipts as specified above.

In addition, contractor must provide a receipt of proof of delivery to Fon Muttamara via email at Fon.Muttamara@mspb.gov and Bill McClements via email at William.McClements@mspb.gov.

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).

Furnished material must be picked up from and returned to U. S. Merit System Protection Board, Suite 500, 1615 M Street, NW, Washington, DC 20036. Contact Stephen Smith at (202) 254-4415.

No definite schedule for pickup of material can be predetermined.

Regular Schedule:

The following schedule begins the workday after notification of the availability of print order and furnished material; the workday after notification will be the first workday of the schedule.

Orders must be completed and delivered within three (3) workdays of notification of availability of print order and furnished material.

Accelerated Schedule: Approximately 5% of all orders placed may require an accelerated schedule.

The following schedule begins the SAME day as notification of the availability of print order and furnished material; the SAME workday as notification will be the first workday of the schedule.

Orders must be completed and delivered within one (1) workday of notification of availability of print order and furnished material, no later than 5:30 p.m. NOTE: For example, a print order placed at 11:00 a.m. on Tuesday would need to deliver no later than 5:30 p.m. on Wednesday.

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

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 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.

DATA STORAGE: Contractor is required to securely store, in accordance with contract specifications, digital copies of all files furnished by the Government for one (1) year. An occasional print order may be placed requiring the contractor to recall a file and produce a printed copy.

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.

PREMIUM PAYMENTS: Orders requiring an accelerated production schedule of 24 hours will be paid for at the premium rate in accordance with the contractor's offered percentage in the "SCHEDULE OF PRICES."

All other orders will be placed with the regular schedule and paid for at the basic prices offered.

Percentages offered for premium priced work are additional to the basic prices offered for units of work. Premium payments, when authorized, will apply to all items in the "SCHEDULE OF PRICES."

Failure of the contractor to deliver work at the time specified will result in disallowance of premium payments that were anticipated and the contractor will not list such items on his invoice.

It is estimated that 5% of the orders placed on this contract will require an accelerated schedule. Premium payments for an accelerated schedule will be evaluated for award. Evaluation will be effected by applying the percentage increase, offered for the accelerated schedule in the "SCHEDULE OF PRICES" (Item IV.), to 5% of the prices offered for all items.

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

- | | | |
|------|-----|---------|
| I. | (a) | 135,316 |
| | (b) | 112 |
| II. | (a) | 46,382 |
| | (b) | 226 |
| III. | (a) | 12 |
| | (b) | 1,462 |

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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 nonresponsive.

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 nonresponsive.

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.

I. DOCUMENT INSPECTION AND PREPARATION, AND SCANNING AND CONVERSION: The prices offered shall be all-inclusive for document inspection and preparation, scanning and conversion, and creating OCR searchable PDF files in accordance with these specifications.

The prices offered for items I.(a) and (b) must include the cost of reproducing furnished materials exactly as furnished by the Government in regard to order, fastening, affixed notes, folders, etc., and must include the cost of returning furnished materials exactly as they were furnished by the Government in regard to condition, order, fastening, affixed notes, folders, etc., unless otherwise specified.

The price offered for line item I. (b) must be all inclusive for printing on the CD and inserting into jewel case, as well as all packing and distribution charges associated with delivering the CD in accordance with these specifications.

(a) Scanningper page.....\$ _____

(b) Outputting onto a CDper disc.....\$ _____

II. DUPLICATING/COPYING, BINDING, PACKING, AND DISTRIBUTION: The prices offered must be all inclusive for duplicating/copying, binding, packing, and distribution in accordance with these specifications.

Item II.(b) must include cost of top and bottom cover and binding with Acco type fasteners.

(a) Duplicating/Copying..... per reproduced page.....\$ _____

(b) Bindingper bound unit.....\$ _____

(Initials)

III. ADDITIONAL OPERATIONS:

The price offered for line item III. (a) must be all inclusive for securely storing all converted OCR searchable PDF files for one (1) year.

All binding costs associated with line item III. (b) must be charged for under line item II. (b).

(a) Data Storageper month\$ _____

(b) Outputting printed copies from stored file per page.....\$ _____

IV. PREMIUM PAYMENTS: Premium Payments, when authorized, will apply to all items. Percentage increase will be added to all orders which require the Accelerated Schedule.

(a) Percentage increase..... %

My production facilities are located within the assumed area of production..... yes _____ no _____

NOTICE: Bidders OUTSIDE the assumed production area specified on page one of these specifications should complete the following information.

1. Proposed carrier(s) for pickup of Government Furnished Material _____

a. Number of hours from acceptance of print order to pickup of Government Furnished Material..... _____

b. Number of hours from pickup of Government Furnished Material to delivery at contractor's plant..... _____

2. Proposed carrier(s) for delivery of completed product..... _____

a. Number of hours from notification to carrier to pickup of completed product _____

b. Number of hours from pickup of completed product to delivery at destination..... _____

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)

(Email Address)

**U.S. MERIT SYSTEMS PROTECTION BOARD
NON-DISCLOSURE and NO CONFLICT OF INTEREST AGREEMENT**

I, _____, the undersigned, an individual official, employee, consultant, or subcontractor of or to _____ (the Authorized Entity), supporting requirements with the United States Merit Systems Protection Board (MSPB), under Contract Number _____ (Contract), intending to be legally bound, hereby consent to the terms in this Non-Disclosure and No Conflict of Interest Agreement (Agreement) in consideration of my being granted conditional access to certain information, specified below, that is owned by, produced by, or in the possession of the United States Government.

NON-DISCLOSURE

Sensitive Information

As used in this Agreement, sensitive is an over-arching term that covers “any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act) but which has not been specifically authorized under criteria established by an executive order or an act of Congress to be kept secret in the interest of national defense or foreign policy.” *See*, Computer Security Act of 1987, Pub. L. 100-235. As used in this Agreement, sensitive information includes personally identifiable information (PII).

PII “refers to 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.” *See*, Office of Management and Budget Memorandum M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information, at fn1.

Non-Public Information

As used in this Agreement, non-public information is information that I gain in performance under this contract and that I know or reasonably should know has not been made available to the general public. It includes information that I know or reasonably should know: (1) is routinely exempt from disclosure under 5 U.S.C. 552 or otherwise protected from disclosure by statute, Executive Order, or regulation; (2) is designated as confidential by MSPB or any other Government agency; or (3) has not actually been disseminated to the general public and is not authorized to be made available to the public on request.

I attest that I am familiar with, and I will comply with, the standards of access, dissemination, handling, and safeguarding of the information to which I am granted access as cited in this Agreement and in accordance with the guidance provided to me relative to the specific category of information.

**ATTACHMENT 1:
Non-Disclosure and No Conflict of Interest Agreement**

I understand and agree to the following terms and conditions of my access to the information defined above:

1. I shall comply with the Privacy Act of 1974, 5 U.S.C. § 552a, the Federal Information Security Management Act (FISMA), 44 U.S.C. §§ 3541, *et seq.*, the Procurement Integrity Act, 41 U.S.C. § 423, as amended, and related regulations, shall use administrative, technical and physical security measures to protect non-public or sensitive information from unauthorized access, disclosure, and misuse.
2. I acknowledge that I am obligated to protect this information from unauthorized disclosure, and that I am familiar with and will comply with the standards for protecting this information, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the information to which I am granted access.
3. I understand that the United States Government may conduct inspections, at any time or place, for the purpose of ensuring compliance with the conditions for access, dissemination, handling and safeguarding information under this Agreement.
4. I will not seek access to non-public or sensitive information beyond what is required for performance of the contract.
5. I will ensure that my identity as a contractor employee is known when seeking access to and receiving non-public or sensitive information from Government employees, members of the general public or other contractor/offers.
6. I will not use, disclose, or release such information for any purpose other than providing contract support services under the contract or disclose the information for any personal or commercial purpose. I will not disclose or release any information provided to me pursuant to this Agreement without proper authority or authorization. Should situations arise that warrant the disclosure of release of such information, I will do so only under approved circumstances and in accordance with the laws, regulations, or directives applicable to the information. I will honor and comply with any and all dissemination restrictions cited or verbally relayed to me by the proper authority.
7. I hereby agree that material which I have in my possession and containing information covered by this Agreement will be handled and safeguarded in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information, consistent with the laws, regulations, or directives applicable to the information. I agree to take appropriate steps to secure both paper and electronic files and access to same to protect non-public or sensitive information, lock paper records in cabinets or offices when not in use, only electronically transmit confidential information in encrypted form, and dispose of paper records by shredding or similar means of secure destruction.

8. I agree to return any non-public or sensitive information given to me during contract performance, including all copies, 1) upon demand by an authorized individual; and/or 2) upon the conclusion of my duties, association, or support to MSPB; and/or 3) upon the determination that my official duties do not require further access to such information.
9. I agree that I will advise the MSPB Contracting Officer, or appropriate official, in writing within one hour if I become aware, whether or not I am personally involved, of any improper loss, theft, misuse, misplacement, unauthorized release or disclosure of non-public or sensitive information, or any other security violation. I also understand that my anonymity will be maintained to the extent possible when reporting security violations.
10. I acknowledge that release or disclosure of non-public or sensitive information is in violation of this Agreement and that contractual actions, as well as civil or criminal remedies authorized by law, are applicable to both me and the Authorized Entity for unauthorized use or release of non-public or sensitive information. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to the information covered by this Agreement. This may serve as a basis for denying me conditional access to other types of information, to include classified national security information.
11. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of the information not consistent with the terms of this Agreement.
12. This Agreement is made and intended for the benefit of the United States Government and may be enforced by the United States Government or the Authorized Entity. By granting me conditional access to information in this context, the United States Government may seek any remedy available to it to enforce this Agreement, including but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I understand that if I violate the terms and conditions of this Agreement, I could be subjected to administrative, disciplinary, civil, or criminal action, as appropriate, under the laws, regulations, or directives applicable to the information involved and neither the United States Government nor the Authorized Entity have waived any statutory or common law evidentiary privileges or protections that they may assert in any administrative or court proceeding to protect any non-public or sensitive information to which I have been given conditional access under the terms of this Agreement.
13. Unless and until I am released in writing by an authorized representative of the MSPB, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time that I am granted conditional access, and at all times thereafter.

14. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.
15. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or non-disclosure Agreement which I have executed or may execute with the United States Government or any of its departments or agencies.
16. Signing this Agreement does not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a substantial violation of law.
17. I represent and warrant that I have the authority to enter into this Agreement.
18. I have read this Agreement carefully and my questions, if any, have been answered, I acknowledge that the briefing officer has made available to me any laws, regulations, or directives referenced in this document so that I may read them at this time, if I so choose.

NO CONFLICT OF INTEREST

I recognize that the performance under this contract may preset me with potential conflicts of interest. A "conflict of interest" includes but is not limited to: (1) participating personally and substantially in a Government procurement, contract, issue, litigation or other matter that will affect my financial interests or those my spouse, minor child, general partner, an organization in which I serve as an officer, director, trustee, general partner or employee, or a person with whom I am negotiating for or have an arrangement concerning prospective employment; or (2) involvement in a Government procurement, contract issue, litigation or other matter that might affect the financial interests of a person who is a member of my household or with whom I have a close personal relationship, a person from whom my spouse, parent or dependent child serves as officer director, trustee, general partner, agent attorney, consultant, contractor, or employee, or any organization in which I am an active participant.

I understand and agree to the following terms and conditions:

1. I agree that I will not engage in any personal, business or professional activity, or receive or retain any financial interest, which places me in a position of conflict between those interest and my duties or responsibilities related to the performance of this contract.
2. I acknowledge and agree that I must disclose potential conflicts of interests by providing a written statement of my affiliations and financial interests to the MSPB Contracting Officer upon request, and to avoid potential conflicts of interest when identified.

**ATTACHMENT 1:
Non-Disclosure and No Conflict of Interest Agreement**

3. Failure to submit the statement described above or a statement of my affiliations and financial interests upon request shall preclude my working on the subject contract.

4. These provisions are consistent with, and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive Order relating to (1) classified information, (2) communications to Congress, (3) the reporting to the Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this agreement and are controlling.

Signed: _____ DATE: _____

Printed Name: _____

BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS**Basic Safeguarding of Covered Contractor Information Systems (JUN 2016)**

(a) Definitions. As used in this clause -

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically

BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS

separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by **Error! Hyperlink reference not valid.**

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

Privacy Training (JAN 2017)

(a) Definition. As used in this clause, personally identifiable information means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who -

- (1) Have access to a system of records;
- (2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or
- (3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).

(c)

(1) Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover -

- (i) The provisions of the Privacy Act of 1974 (5 U.S.C. 552a), including penalties for violations of the Act;
- (ii) The appropriate handling and safeguarding of personally identifiable information;
- (iii) The authorized and official use of a system of records or any other personally identifiable information;
- (iv) The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise access personally identifiable information;
- (v) The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information; and
- (vi) The procedures to be followed in the event of a suspected or confirmed breach of a system of records or the unauthorized disclosure, access, handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).

(2) Completion of an agency-developed or agency-conducted training course shall be deemed to satisfy these elements.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will -

**ATTACHMENT 3: FAR 52.224-3
PRIVACY TRAINING**

Page 2 of 2

- (1) Have access to a system of records;
- (2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or
- (3) Design, develop, maintain, or operate a system of records.