

Program No 2984-S Term 08/01/2018 To 07/31/2019										
TITLE: LITIGATION SCANNING AND COPYING										
				(Contr #1 - E4)		(Contr #2 - G4)		(Contr #3 - I4)		(Contr #4 - K4)
				Colour Drop		Omin Pro, Inc.		Government		
				San Francisco, CA		Montclair, CA		Estimate		
ITEM NO	DESCRIPTION	BASIS OF		COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST
		AWARD	UNIT RATE							
<b>I.</b>	<b>COMPLETE PRODUCT:</b>									
1.	Litigation Scanning To Digital Image:									
(a)	Scan Black-Only, 8.5x14" - Per Page									
(1)	Scanned at Contractor's Facility.....	10,000	0.13	1,300.00	0.09	900.00	0.115	1,150.00		
(2)	Scanned On-Site.....	1,000	0.25	250.00	0.12	120.00	0.195	195.00		
(b)	Scan Multi-Color, 8.5x14" - Per Page									
(1)	Scanned at Contractor's Facility.....	500	0.13	65.00	0.13	65.00	0.15	75.00		
(2)	Scanned On-Site.....	200	0.25	50.00	0.15	30.00	0.20	40.00		
(c)	Scan Black-Only >8.5x14" - Per Sq Foot									
(1)	Scanned at Contractor's Facility.....	200	1.00	200.00	0.40	80.00	0.50	100.00		
(2)	Scanned On-Site.....	50	2.50	125.00	0.65	32.50	0.85	42.50		
(d)	Scan Multi-Color >8.5x14" - Per Sq Foot									
(1)	Scanned at Contractor's Facility.....	25	1.00	25.00	0.50	12.50	1.75	43.75		
(2)	Scanned On-Site.....	10	2.50	25.00	1.85	18.50	2.35	23.50		
(e)	On-Site Set-Up Charge - Per On-Site Assign.....	1	250.00	250.00	100.00	100.00	250.00	250.00		
2.	"Bates" Serial Numbering:									
(a)	Electronic Endorsement - Per Page.....	10,000	0.015	150.00	0.01	100.00	0.007	70.00		
(b)	Numbering of Source Mat'l - Per Page.....	500	0.01	5.00	0.02	10.00	0.01	5.00		
3.	OCR Con version to ASCII Text Files:									
(a)	Documents to 8.5x14" - Per Page.....	10,000	0.015	150.00	0.01	100.00	0.007	70.00		
(b)	Documents >8.5x14" - Per Sq Foot.....	500	0.015	7.50	0.01	5.00	0.007	3.50		
4.	Conversion to Adobe Acrobat PDF Content:									
(a)	Documents 8.5x14" - Per Page.....	10,000	0.015	150.00	0.02	200.00	0.007	70.00		
(b)	Documents >8.5x14" - Per Page.....	500	0.015	7.50	0.03	15.00	0.10	50.00		
5.	Archiving Onto Optical Discs:									
(a)	Creation of "master" CD-R Disc- Per Disc.....	5	1.00	5.00	5.00	25.00	5.00	25.00		
(b)	Duplication of "master" CD-R Disc - Per Disc.....	1,200	1.00	1,200.00	5.00	6,000.00	5.00	6,000.00		
(c)	Creation of "master" DVD-R Disc - Per Disc.....	2	1.00	2.00	5.00	10.00	5.00	10.00		
(d)	Duplication of "master" DVD-R Disc - Per Disc.....	1	1.00	1.00	5.00	5.00	5.00	5.00		
6.	Generation of Xerographic "Blowback" Copies:									
(a)	Black-Only ... Printing 1 Side									
(1)	8.5 x 11" - Per Sheet.....	240,000	0.075	18,000.00	0.04	9,600.00	0.045	10,800.00		
(2)	8.5 x 14" - Per Sheet.....	30,000	0.01	300.00	0.05	1,500.00	0.065	1,950.00		
(b)	Black-Only ...Printing 2 Sides									
(1)	8.5 x 11" - Per Sheet.....	80,000	0.04	3,200.00	0.05	4,000.00	0.065	5,200.00		
(2)	8.5 x 14" - Per Sheet.....	8,000	0.02	160.00	0.06	480.00	0.085	680.00		
(c)	Color Copies ... Printing 1 Side									
(1)	8.5 x 11" - Per Sheet.....	150	0.50	75.00	0.15	22.50	0.20	30.00		
(2)	8.5 x 14" - Per Sheet.....	75	0.20	15.00	0.20	15.00	0.25	18.75		

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ITEM NO	DESCRIPTION	BASIS OF			UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST
		AWARD	UNIT RATE	COST						
(d)	Color Copies ... Printing 2 Sides									
(1)	8.5 x 11" - Per Sheet.....	14,000	0.25	3,500.00	0.30	4,200.00	0.30	4,200.00		
(2)	8.5 x 14" - Per Sheet.....	2,000	0.10	200.00	0.32	640.00	0.35	700.00		
	Xerographic Blowbacks >17 x 11" - 1 Side Only									
(e)	Black-Only Copies ... Per Square Foot.....	200	1.00	200.00	0.05	10.00	0.45	90.00		
(f)	4-Color Copies ... Per Square Foot.....	35	5.00	175.00	1.50	52.50	2.00	70.00		
7.	Litigation Copying - 8.5 x 11"									
(a)	Black-Only on One Side									
(1)	First Copy - Per Sheet.....	5,000	0.045	225.00	0.05	250.00	0.055	275.00		
(2)	2nd Thru 10th Copies - Per Sheet.....	10,000	0.035	350.00	0.04	400.00	0.045	450.00		
(b)	Black - Only on Both Sides									
(1)	First Copy - Per Sheet.....	2,000	0.035	70.00	0.05	100.00	0.075	150.00		
(2)	2nd Thru 10th Copies - Per Sheet.....	4,000	0.025	100.00	0.04	160.00	0.045	180.00		
(c)	Four-Color on One Side									
(1)	First Copy - Per Sheet.....	75	0.25	18.75	0.20	15.00	0.25	18.75		
(2)	2nd Thru 10th Copies - Per Sheet.....	145	0.25	36.25	0.20	29.00	0.20	29.00		
(d)	Four-Color on Both Sides									
(1)	First Copy - Per Sheet.....	35	0.25	8.75	0.25	8.75	0.40	14.00		
(2)	2nd Thru 10th Copies - Per Sheet.....	75	0.25	18.75	0.23	17.25	0.30	22.50		
	Litigation Copying - 8.5 x 14"									
(e)	Black-Only on One Side									
(1)	First Copy - Per Sheet.....	200	0.02	4.00	0.03	6.00	0.055	11.00		
(2)	2nd Thru 10th Copies - Per Sheet.....	400	0.02	8.00	0.025	10.00	0.045	18.00		
(f)	Black-Only on Both Sides									
(1)	First Copy - Per Sheet.....	150	0.02	3.00	0.03	4.50	0.075	11.25		
(2)	2nd Thru 10th Copies - Per Sheet.....	275	0.02	5.50	0.025	6.88	0.045	12.38		
(g)	Four-Color on One Side									
(1)	First Copy - Per Sheet.....	100	0.25	25.00	0.25	25.00	0.30	30.00		
(2)	2nd Thru 10th Copies - Per Sheet.....	200	0.25	50.00	0.25	50.00	0.25	50.00		
(h)	Four-Color on Both Sides									
(1)	First Copy - Per Sheet.....	7	0.25	1.75	0.25	1.75	0.45	3.15		
(2)	2nd Thru 10th Copies - Per Sheet.....	15	0.25	3.75	0.25	3.75	0.35	5.25		
8.	Lg Format Litig. Copy->17x11" up to 3x4'									
(a)	Black-Only Copying									
(1)	First Copy - Per Square Foot.....	20	1.00	20.00	0.70	14.00	0.75	15.00		
(2)	2nd Thru 10th Copies - Per Square Foot.....	40	1.00	40.00	0.75	30.00	0.65	26.00		
(b)	Four-Color Copying									
(1)	First Copy - Per Square Foot.....	7	2.50	17.50	2.00	14.00	2.25	15.75		
(2)	2nd Thru 10th Copies - Per Square Foot.....	15	2.50	37.50	1.75	26.25	1.85	27.75		

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		AWARD	UNIT RATE							
9.	Copying of Medical Sonograms 6x4"									
(a)	Black Only - 1 Side of 8.5 x 11" Sheet									
(1)	First Copy - Per Printed Sonogram.....	145	0.10	14.50	0.15	21.75	0.10	14.50		
(2)	2nd Thru 10th Copies - Per Printed Sonogram.....	145	0.10	14.50	0.15	21.75	0.10	14.50		
10.	Indexing, coding:									
(a)	Indexing.....per listing.....	75	1.00	75.00	0.05	3.75	0.99	74.25		
(b)	Coding (up to 30 keystrokes per field) .per field...	7	1.00	7.00	0.10	0.70	1.00	7.00		
<b>II.</b>	<b>ADDITIONAL OPERATIONS:</b>									
(a)	Drill 3 Holes - Per 100 Sheets.....	3,800	2.00	7,600.00	0.50	1,900.00	1.50	5,700.00		
(b)	Provide/Insert Clrd Divid Sheets - Per 100 Sheets..	5	5.00	25.00	1.00	5.00	1.50	7.50		
(c)	Prov/Prt/Insert Tab Divid - Per 100 Dividers.....	150	5.00	750.00	0.45	67.50	0.40	60.00		
(d)	Prov/Insert White Lgl Divider - Per Divider.....	15,000	0.25	3,750.00	0.25	3,750.00	0.25	3,750.00		
(e)	Provide Manila Folders - Per Folder.....	300	0.01	3.00	0.03	9.00	0.05	15.00		
(f)	Prov Redwell/Red Rope Pkt Folder - per Folder.....	50	0.10	5.00	1.00	50.00	1.50	75.00		
(g)	Prov Vinyl-Clad Binders-3 Ring Metal									
1.	Round Ring-2" Capacity - Per Binder.....	3	5.00	15.00	2.00	6.00	6.00	18.00		
2.	Round Ring-3" Capacity - Per Binder.....	3	12.00	36.00	5.00	15.00	7.50	22.50		
3.	Slant-D-3" Capacity - Per Binder.....	3	15.00	45.00	7.50	22.50	11.00	33.00		
4.	Slant D-4" Capacity - Per Binder.....	3	20.00	60.00	15.00	45.00	20.00	60.00		
5.	Slant D-5" Capacity - Per Binder.....	3	20.00	60.00	20.00	60.00	35.00	105.00		
6.	<b>Locking</b> Slant D-2" Capacity - Per Binder.....	3	15.00	45.00	2.00	6.00	17.50	52.50		
7.	<b>Locking</b> Slant D-3" Capacity - Per Binder.....	3	20.00	60.00	10.00	30.00	16.00	48.00		
8.	<b>Locking</b> Slant D-4" Capacity - Per Binder.....	3	25.00	75.00	15.00	45.00	35.00	105.00		
9.	<b>Locking</b> Slant D-5" Capacity - Per Binder.....	3	25.00	75.00	20.00	60.00	45.00	135.00		
(h)	Insert Mat'l into 3-Ring Binder - Per Binder.....	310	0.01	3.10	N/C		1.00	310.00		
(i)	Folding - Per Fold - Per Sheet.....	200	0.01	2.00	0.06	12.00	0.05	10.00		
(j)	Velo Binding - Per Piece.....	25	1.00	25.00	1.00	25.00	1.00	25.00		
(k)	Plastic Comb Binding - Per Piece.....	25	1.00	25.00	1.00	25.00	1.00	25.00		
(l)	Binding w/Acco Fastener - Per Piece.....	25	1.00	25.00	1.00	25.00	1.00	25.00		
(m)	Rebind Furn Velo/Comb Prod - Per Piece.....	50	1.00	50.00	1.00	50.00	1.00	50.00		
(n)	Mount on 3/16" Foam Board - Per Sq Ft.....	35	4.00	140.00	3.50	122.50	2.00	70.00		
(o)	Mount on 1/2" Foam Board - Per Sq Ft.....	5	5.00	25.00	3.50	17.50	2.00	10.00		
(p)	Cust Auth Digital Time Work - Per Hour.....	15	35.00	525.00	35.00	525.00	35.00	525.00		
(q)	Cust Auth Intense/Extraordin Time Wk - Per Hr.....	40	25.00	1,000.00	25.00	1,000.00	25.00	1,000.00		
(r)	On-Site Storage - Per Carton, Per Month.....	250	N/C		0.10	25.00	0.10	25.00		
(s)	Trans/Handling Costs - Per Carton	50	N/C		1.00	50.00	1.00	50.00		
<b>III.</b>	<b>ACCELERATED DELIVERY:</b>									
	CONTRACTOR SUBTOTAL			<b>45,371.60</b>		<b>37,516.58</b>		<b>45,753.53</b>		
	Estimated % of orders with Accelerated Delivery	5%		2,268.58		1,875.83		2,287.68		
	Contractor Upcharge for Accelerated Delivery		10%	226.86	10%	187.58	15%	343.15		
	<b>CONTRACTOR TOTALS</b>			<b>\$45,598.46</b>		<b>\$37,704.16</b>		<b>\$46,096.68</b>		
	<b>DISCOUNT</b>									
	<b>DISCOUNTED TOTALS</b>			<b>\$45,598.46</b>		<b>\$37,704.16</b>		<b>\$46,096.68</b>		
				<b>AWARD</b>						

U.S. GOVERNMENT PUBLISHING OFFICE  
San Francisco, California

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS  
For the Procurement of

**Litigation Scanning and Copying**

as requisitioned from the U.S. Government Publishing Office (GPO) by  
Dept. of Justice: U.S. Attorney's Office, San Francisco, CA, and other Government agencies

Single Award

**CONTRACT TERM:** The term of this contract is for the period beginning **August 1, 2018** and ending **July 31, 2019**, plus as many as four optional 12-month extension period(s) that may be added in accordance with the "Option to Extend the Contract Term" clause in this contract.

**PRODUCTION AREA:** It is assumed that all production facilities used in the manufacture of the product(s) ordered under this contract will be located within 50 miles of San Francisco, CA.

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.

For information of a technical nature call Alan Zada at (707) 748-1970, Ext. 6. (No collect calls.)

Quotes may be submitted via fax machine. The GPO fax number is (707) 748-1981.

An abstract of the previous contract prices is included herein. Bidders to note several minor changes scattered throughout the new contract specifications.

The GPO 910 "BID" Form is no longer required. Bidders are to fill out, sign/initial as applicable, all pages of the SECTION 4. - SCHEDULE OF PRICES (pages 21 through 27, included within).

**BIDDERS, PLEASE NOTE:** GPO has issued a new GPO Publication 310.2, GPO Contract Terms - Solicitation Provisions, Supplemental Specifications, and Contract Clauses (Rev 1-18). Prospective bidders should carefully read this publication as the applicable terms within become an integral part of this contract. The document is posted at <https://www.gpo.gov/how-to-work-with-us/vendors/forms-and-standards> along with a list of major revisions.

**QUOTES DUE: 11:00 AM San Francisco, CA time on JULY 19, 2018.**

## 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)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (Rev. August 2002)). A copy of these publications, as well as other supplemental GPO contract documents, can be obtained at: <http://www.gpo.gov/vendors/gaocab.htm>

**DOING BUSINESS WITH THE GPO:** Contractors wishing to do business with the GPO are referred to the GPO web site <http://www.gpo.gov/business/index.html>, where one can register as a GPO contractor using the 'GPO Contractor Connection' link in accordance with the furnished instructions on that page.

**NOTE:** Prospective as well as existing GPO contractors are to note that, as of 1/1/08, all contractors seeking to do business with the GPO must first complete and thereafter maintain the accuracy of its GPO Contractor Connection registration with the following mandatory taxpayer information boxes: "EIN/TIN #" (Employer Identification Number or Taxpayer Identification Number); "Subject to Backup Withholding" (See Form W-9, Request for Taxpayer Identification Number and Certification); and, "Current W-9 Request" (See Form W-9). The GPO will withhold payment of any invoices for work completed by any contractor who fails to provide these tax data in GPO Contractor Connection. Such invoices will be declared ineligible for payment until all requirements for payment, including providing these tax data in GPO Contractor Connection, have been satisfied.

**CONTRACTING METHOD:** This contract is being advertised as, and shall be awarded as, a Small Purchase contract, in accordance with the U. S. Government Publishing Office Printing Procurement Regulation (PPR: GPO Publication 305.3), Chapter VII, Section 4.

**FACSIMILE BIDS:** Facsimile bids are permitted.

- (a) Definition. "Facsimile bid," as used in this solicitation, means a bid, modification of a bid, or withdrawal of a bid that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.
- (b) Bidders may submit facsimile bids as responses to this solicitation. These responses must arrive at the place and by the time specified in the solicitation.
- (c) Facsimile bids that fail to furnish required representations or information or that reject any of the terms, conditions, and provisions of the solicitation will be excluded from consideration.
- (d) Facsimile bids must contain the required signatures.
- (e) The Government reserves the right to make award solely on the facsimile bid. However, bidders agree to promptly submit the complete original signed bid.
- (f) Submit facsimile bid to FAX No. (707) 748-1981, one bid per facsimile.

- (g) If the bidder chooses to transmit a facsimile bid, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to, the following:
- (1) Receipt of garbled or incomplete bid.
  - (2) Availability or condition of the receiving facsimile equipment.
  - (3) Incompatibility between the sending and receiving equipment.
  - (4) Delay in transmission or receipt of bid.
  - (5) Failure of the bidder to properly identify the bid.
  - (6) Illegibility of bid.
  - (7) Security of bid data.

**SUBCONTRACTING:** Subcontracting will not be permitted.

**DOCUMENT CONVERSION QUALITY ASSURANCE STANDARDS:** The contractor will be required to maintain the following document conversion standards:

- Documents shall be accurately and consistently prepared and unitized in accordance with furnished instructions. File and document integrity and order must be maintained to a level of 100% accuracy.
- All scanning shall be performed in accordance with ANSI/AIIM MS44-1993, *Recommended Practice for Quality Control of Image Scanners*, including the use of text targets. The contractor is responsible for ensuring that all deliverables meet applicable AIIM and ANSI standards. Document resolution, contrast, gray scaling, skew and general workmanship shall be maintained to consistently produce professional results.
- Delivered source input shall be scanned and archived as CCITT Group IV TIFF files.
- Delivered source input shall equal scanned image output. The reproduction ratio and document orientation shall be such that the image is not unnecessarily reduced.
- Deliverables must be without typographical errors and be must be accurate to the design instructions on which they are based. The contractor shall deliver finished products to the Government which do not require quality control review, proofreading, editing, spelling corrections, etc. by the Government.
- Delivered load files and database files shall be free of any operative defects, including, but limited to, the following: Documents scanned out of order; omission of furnished documents; incorrect document numbering and/or page numbering; erroneous document boundaries; erroneous data image retrieval links, etc.
- Delivered IPRO, Summation and Opticon load files shall operate successfully with customer's Concordance database;
- Delivered CD-R and DVD-R disc(s) shall be operative in a Microsoft Windows operating system environment, unless otherwise instructed.
- Imaged pages shall be returned in the identical order, collation and condition in which they were received.

**DOCUMENT CONVERSION QUALITY CONTROL:** The contractor shall be required to employ a thorough and robust quality control program using the disciplined conventions of a proven quality control system to validate and ensure that source input is consistently and accurately converted to the electronic format(s) described herein. To this end, the contractor shall:

- Stress to its staff the importance of quality control and quality assurance, and convey the sensitive nature and strict confidential content of the furnished materials;
- Utilize automated production workflow software to provide detailed control and tracking reports;
- Provide file tracking methodology and software to ensure fidelity of image output to source input;
- Inspect each image generated, comparing it to the original source document to make sure that the source document is equal to the electronic image; or, if the image has been reduced or enlarged, that the electronic image completely and correctly renders the original source document imagery.
- Utilize a proven production methodology to ensure that images are accurately captured and their data accurately formatted;
- Utilize a proven production methodology ensuring that images are accurately recorded and their data accurately recorded into the IPRO LFP, Summation DII and Opticon load file(s);
- The contractor shall exercise systematic quality control means and methods whereby all delivered CD-R discs comply with International Standards IEC 908, ISO 10149 specifications and/or the Phillips Orange Book, Part II: CD-R, Vols. 1 and 2 (Version 3.1, 1998), as applicable; and all delivered DVD-R discs comply with DVD Forum Book D specifications (Version 2.0, or most recent version), as applicable.

**COPYING, GENERATION OF HARDCOPY (“Blowbacks”) QUALITY ASSURANCE LEVELS AND STANDARDS:** The following levels and standards shall apply to these specifications:

Product Quality Levels:

- (a) Printing Attributes — Level IV.
- (b) Finishing 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 original, Avg. type size, density
P-10. Process Color Match	Furnished originals

**WARRANTY:** Contract Clause 15, "Warranty", of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)) is amended for the solicitation to the effect that the warranty period is EXTENDED from 120 days to one calendar year from the date the contractor receives final payment for the work performed. All other provisions remain the same.

**REMEDY OF PRODUCT DEFECTS:** The Government will reject work not meeting contract quality standards. The contractor shall correct any and all operative defects and replace any and all defective products with corrected deliverable(s) in an expedient and timely fashion at no additional cost to the Government.

Repeated failure to deliver acceptable work may result in contract termination.

**SECURITY:** The contractor must have a security controlled storage area to store all Government furnished legal documents and copies. Proper control and handling must be maintained at all times to prevent any information or materials required to produce the product ordered under these specifications from falling into unauthorized hands. Unless otherwise indicated herein, all extra copies, materials, and waste, digital artifacts and/or digital processing remnants must be destroyed.

This contract shall require the contractor to abide by the following operating standards and conditions, as follows:

1. Documents and/or items received by the vendor are sensitive and must be properly safeguarded from unauthorized disclosure. When documents and/or items are not being scanned, they will be securely stored in a location, which will prevent unauthorized access. Contractor shall not release or otherwise expose the digital data to any party other than contract principals without expressed written permission of the ordering agency.
2. Individuals having access to documents and/or items during pick-up, scanning/duplication, counting, assembly, delivery, etc., are to be properly notified by the vendor of the sensitivity of the information and cautioned to preclude loss, theft, destruction or unauthorized disclosure.
3. All documents and/or items received by the vendor must be returned to ordering agency, or other locations as specified at time of service request, in the same condition as when received. This includes reassembly in stacks, binders, sets, folders, etc., if disassembly was required during scanning.
4. The vehicle that the contractor uses to transport the furnished job materials must be locked at all times unless loading and unloading cartons. If authorized personnel must make more than one trip to load or unload cartons, the contractor must have another authorized person guarding the cartons in the vehicle. Cartons in a locked vehicle left unattended by an authorized person are in direct violation of the contract. The only time the cartons can be left unattended is in the secure area of the plant.
5. All digital data generated by the contractor during processing of contract work must be kept accountable and under reasonable security to prevent their unauthorized release or physical compromise. Optical disks are not to be duplicated in whole or part for any other purpose than to satisfy the performance requirements of this contract. After successful completion, delivery and acceptance of a contract project all digital data sets processed during the performance of this contract shall be degaussed or securely overwritten or purged, and any printouts and/or non-erasable media shall be destroyed by the contractor.
6. All waste paper created during duplication of the documents and/or items must be surrendered to the ordering agency for destruction at the time the originals are returned, when requested.
7. *All employees of the successful vendor that will be involved in any phase of this contract must be able to prove U.S. Citizenship.* Each contractor employee will be required to wear a prominently-displayed photo ID at all times during performance of an on-site order at the designated work site.



8. The facility receiving documents and/or items must be designated by the vendor as a drug-free workplace.
9. Third-party couriers will not be permitted. The contractors must pick-up and deliver the Government-finished materials without the aid of outside courier service(s).
10. Ordering agencies shall have the right to send its officers and employees into the office(s) and plant(s) of the contractor for inspection of the facilities and operations used for the contract performance at any time during the contract. On the basis of such inspection, the Government may require specific remedy(ies) in cases where the contractor is found to be noncompliance with contract security requirements.
11. Notify the Government for break-ins the building, damage to property or disruption of work.

**COLLECTION OF EMPLOYEE INFORMATION:** To prudently ensure that the security of the sensitive Government documents provided to the contractor under the terms of this contract is not compromised or in any way unnecessarily jeopardized, the U.S. Attorney's Office (USAO) reserves the right to collect personal information from all employees who will be involved with handling, processing and production of USAO orders. USAO reserves the right to request and obtain documented proof of personal identification, including fingerprints, of the aforementioned employees.

**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.

**Bidders to Note:** The security and confidentiality of Government legal documents handled and stored by the contractor during the execution of this contract are of critical importance to the U.S. Attorney's Office. Accordingly, GPO, USAO and/or IRS representatives will be especially attentive to how Government documents will be handled and stored when conducting the pre-award survey. Should the pre-award survey reveal a security deficiency that jeopardizes or otherwise compromises the secure and the confidential operation of this contract as specified herein, the Government reserves the right to declare the contractor non-responsible if such a deficit cannot or will not be remedied by the contractor in a timely fashion at no additional expense to the Government.

**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.

**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 before expiration of the current contract term. 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 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 periodic pricing revision.

**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.

**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.

**PAYMENT:** Contractors are required to submit all vouchers through the FAX Gateway. Each invoice submitted to GPO for payment must be for only one job and it must contain a copy of the print order and proof of delivery. If a delivery receipt contains proof of delivery for more than one job, the receipt must be duplicated and a copy submitted with each invoice. To get instructions, go to:

<http://www.gpo.gov/vendors/payment.htm>

**Note:** *The contractor shall itemize each billing voucher in accordance with the contract 'Schedule of Prices.'*

**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 **August 1, 2018 to July 31, 2019** plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

**REQUIREMENTS:** This is a requirements contract for the items and for the period specified herein. 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 delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for 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.

**ECONOMIC PRICE ADJUSTMENT:** The prices set forth in this contract shall be adjusted in accordance with the provisions of 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 below. Pricing will thereafter be eligible for adjustment during the second and any succeeding 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 herein.

For the purpose of this clause, the contract shall be divided into successive periods. The first period shall extend from **August 1, 2018 to July 31, 2019**. 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.

Price adjustments in accordance with this clause will be based on the changes in the seasonally adjusted "Consumer Price Index For All Urban Consumers - Commodities Less Food" 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 the 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 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 April 30, 2018, 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.

**NOTIFICATION:** The contractor will be notified a minimum of 30 days before the end of the current contract annual period of availability or non-availability of funds for subsequent periods. Cancellation is effected if (i) the Contracting Officer notifies the contractor that funds are not available for the next year, or (ii) the Contracting Officer fails to notify the contractor that funds are available for the next year.

## SECTION 2. - SPECIFICATIONS

**SCOPE:** These contract specifications include (on-site) digital scanning and/or copying of sensitive Government-furnished legal case file source documents, requiring such operations as document preparation/unitization, disassembly and hand-feeding of original documents; (on-site) document scanning, black-only and four-color process copying; document (“Bates”) numbering and/or endorsement (physical or digital assignment of an image key to each page); generation of ASCII text files using Optical Character Recognition (OCR) conversion; generation of Adobe Acrobat “Text + Image” PDF files; coding, indexing; generation of IPRO LFP, Summation DII and Concordance DAT load files; re-assembly and re-construction of furnished hardcopy originals; generation of black-only and four-color process “blowback” paper copies from furnished or contractor-created digital files; storage of Government documents for third-party reproduction, drilling, provision of legal index exhibit dividers, folders, three-ring binders; archiving onto CD-R and/or DVD-R discs; packing and delivery.

**NOTE:** Orders will be placed within a legal environment. In order to satisfactorily accommodate the demands of the legal system, the contractor must be open for business 24 hours each day, seven days a week. The contractor must have sufficient onsite equipment and regularly-staffed employees to be able to make as many as five copies of each of as many as 50,000 legal documents of varied size, condition and assembly within a 24 hour period. All contract orders must be picked-up and delivered by an employee of the contractor in a contractor-owned vehicle.

**TITLE:** Litigation Scanning and Copying.

**FREQUENCY OF ORDERS:** Approximately one to 10 (avg. three) orders per month. Based upon past performance, as many as three orders may be placed on the same day.

**QUANTITY:** Based upon past performance, each order will consist of approximately 200 to 50,000 (avg. 8,000) legal document pages. The contractor will be required to make from 1 to 12 (avg. two) copies per furnished original.

**PAGE SIZE OF COPIES:** Typically 8-1/2 x 11", to as large as 3 x 4'.

**GOVERNMENT TO FURNISH:** Reproducible copy (case files) consisting of various sizes and types of source documents, such as: reports, letters and receipts, etc. Most furnished documents will be 8-1/2 x 11". Furnished materials will include 8-1/2 x 14" and 17 x 11" documents which will require reducing to 8-1/2 x 11", as well as other unconventionally sized documents smaller than 8-1/2 x 11".

Occasionally evidentiary materials as large as 3 x 4' will be furnished for reproduction.

Occasionally optical disc(s) containing TIF and/or Adobe Acrobat PDF files will be provided for generation of Xerographic copies (“blowbacks”) from the furnished digital copy.

Based upon past performance:

- Approx. **25%** of the total furnished source materials have consisted of stapled or clipped documents, requiring **light deconstruction and reconstruction** of attachments.

- Approx. **25%** of the total furnished source materials have consisted of stapled or clipped letter and legal size documents, requiring folder tabs and/or tab dividers to be copied or inserted, **moderate deconstruction and reconstruction** of attachments.
- Approx. **50%** of the total furnished source materials have consisted of variable-contrast stapled or clipped letter and legal size documents plus odd-sized receipts, envelopes, photographs, etc, requiring folder tabs and/or tab dividers to be copied or inserted, frequent machine adjustments, **extensive/heavy deconstruction and reconstruction** of attachments, including "copy only tagged" documents.

Rarely an order will consist of seized materials consisting of various forms of evidentiary documents, including medical sonograms. These documents have typically been hastily gathered and assembled without previous organization, requiring the contractor to organize the furnished documents in accordance with customer instructions.

The Government may furnish plastic document protectors and/or three-ring binders.

**CONTRACTOR TO FURNISH:** All materials and operations, other than those listed under "Government to Furnish," necessary to produce the product(s) in accordance with these specifications.

On-site Services: The contractor shall be required to perform all document preparation, scanning, re-assembly and quality control measures on-site. Original documents will not be allowed to leave the designated work site. All drive discs and storage media used onsite by the contractor shall be dedicated to the project at hand and shall not contain any extraneous or unrelated data or software.

Backup copy: The Contractor will be required to maintain a backup copy of all data generated. All files are to be simultaneously mirrored using RAID Level 1 means and methods to magnetic duplexed (independent) hard drives as the documents are scanned.

Security: The contractor shall also furnish the means and measures to ensure that the furnished case file materials will be handled in a secure fashion to ensure strict confidentiality of their contents, as specified herein.

**DOCUMENT BOUNDARY DETERMINATION:** Unless otherwise instructed, document boundaries shall be established using single level of physical document boundary determination based upon the presence of binding elements such as a staple, paper clip, rubber band, etc.

The contractor shall prepare the collection for scanning by removing staples and other mechanical fasteners and binders, and by marking the boundaries of documents with physical insertion of slip ship or other prominently visible marking element.

Contract projects may require up to three boundary levels (box, folder, document), but most typically will remain at the document level, with documents composed of individual pages.

**DIGITAL SCANNING:** Bidders must have experience in the digital scanning of paper source documents utilizing equipment and techniques consistent with *all* of the specifications below:

- ADF (Automated Document Feeder) minimum capacity of 100 pages;
- Paper size up to and including 17 x 11”;
- Resolution range up to 300 dpi;
- Frame/border control on all sizing perimeters;
- Skew detection feature available on scanners;
- Contrast and brightness manipulation for client image viewer;

All scanning shall be performed in accordance with ANSI/AIIM MS44-1993, *Recommended Practice for Quality Control of Image Scanners*, including frequent use of calibration test targets to optimize gray scales, resolution, continuous tones, precision measurement marks, linearity, scan size, alignment of page and text characters.

Contractor must also be able to also capture data during the scanning process (typically one global identification field, at no additional cost to the Government).

The contractor shall maintain optimum image quality with continual monitoring and adjustment of the imaging process by the scanning technician to accommodate the varying characteristics of different document populations (including medical X-rays and high-quality photographs requiring individual attention and equipment adjustment for best results).

The contractor will be required to scan the furnished black-only and any color documents at 300 dpi. Contractor shall archive the scanned contents as single-page or multiple-page files (as specifically instructed) CCITT Group IV TIFF files.

Furnished or otherwise solicited Government instructions shall indicate whether and what color images will be scanned and archived as RGB or gray scale files.

Contractor shall name the TIFF files in accordance to furnished instructions and/or naming convention.

Unless otherwise instructed, if a source document includes a Post-It note the contractor shall scan the applicable page twice: Once with the Post-It affixed to the parent sheet, and a second time with the Post-It removed from the parent sheet.

Scanned documents must not be split across directories or archival CD-R and/or DVD-R discs.

Second-pass verification will be required on all orders, and is defined as a visual comparison to verify that 100% of the document(s) were captured in scanning.

The contractor shall maintain the document integrity and security throughout the scan processing cycle. The proper collation and integrity of documents, document packets (several documents fastened together), file folders and file drawers must not be lost.

**ON-SITE SCANNING:** Based upon past performance, some of the legal case files will be of a particularly sensitive nature. For security reasons, these materials will not be reproduced at the contractor's facility, but will require on-site copying at a facility designated by the ordering agency.

The contractor must have the capability to transport, setup and operate the required equipment to scan case files at a remote site in accordance with the specifications herein.

Each contractor employee will be required to wear a prominently-displayed photo ID at all times during performance of an on-site order at the designated work site.

If the site is more than 40 km (25 miles) from the contractor's facility, the contractor will be reimbursed for additional travel time and exceptional transportation costs with issuance of a contract modification.

**("BATES") SERIAL NUMBERING:** The contractor will be required to electronically endorse a unique document serial number onto the scanned documents in accordance with furnished instructions. Likewise, the contractor will be also be required to mechanically stamp or otherwise apply a unique document serial number onto copied documents (i.e. those occasional documents not requiring electronic scanning) in accordance with furnished instructions . This unique number identifies the location of each document in the collection and will control document storage and retrieval processes throughout the course of litigation. The accuracy with which the numbering procedure is preformed is therefore critical to the image-based systems and products, and is as important as the physical quality of the image products themselves.

Numbers shall in assigned in accordance with the numbering convention provided by the ordering agency. Contractor's numbering system shall be able to accommodate alphanumeric characters, including embedded blank spaces in any order and length specified by the ordering agency.

Placement of each number (upper-left corner, bottom-center, etc.) will be consistent for a given document population. Numbers must not obscure or replace any of the existing information on the original document pages.

The contractor must have procedures in place to record and account for all numbers used.

**OPTICAL CHARACTER RECOGNITION (OCR) CONVERSION:** In addition to digital scanning of furnished source documents, orders may additionally require that the scanned imagery be processed with professional quality OCR software to create and archive ASCII text files that are text searchable.

For the purposes of this contract, machine accuracy is considered acceptable for the OCR conversion process. If at some time during the contract term a higher accuracy is considered necessary, a contract modification will be negotiated and issued to accommodate the additional human intervention required to produce the specified accuracy.

The contractor will be required to use state-of-art OCR software that utilizes voting algorithms to produce the best possible interpretation of the image files, and shall make use of any available techniques that would best enable the OCR software to render the most accurate results. Individual batches of documents may have to be run through on a test basis prior to commencing production runs in order to identify optimal settings for the software.



All OCR text files shall be archived with their respective companion TIFF files and stored within a common folder on the delivered optical media.

**ADOBE ACROBAT PDF FILES:** The contractor will be required to create Adobe Acrobat PDF files. The delivered PDF content shall be generated using the most recent version of Adobe Acrobat software. The delivered files shall be of such a size and resolution to produce optimum printing results for output on consumer quality desktop printing equipment.

The final Adobe Acrobat PDF documents that shall include the following qualities and features:

- All PDF pages, tables, charts, maps and photos shall be aligned (i.e. straight, not skewed). Pages will be centered so that the display does not jump off-center when progressing from left-hand to right-hand pages.
- Scanned RGB color elements shall match the scanned color elements on the source document(s).
- The contractor shall generate, and each PDF file shall contain, thumbnails for each publication page.
- Files shall automatically open the cover page at the “Fit Width” view with the Bookmarks showing. The contractor shall create each PDF file so that, by default, it navigates with the “continuous pages” setting enabled.
- No security passwords are to be activated in the PDF documents.
- When pages must be rotated, they are to open at 100%.
- Contractor shall deliver each PDF file as an “Original Image with Hidden Text” file.

**INDEXING, CODING:** It is anticipated that a minimal amount of basic document indexing and/or coding may also be required, including, but not limited to, entry of the document number (first and last image numbers), the document date, first author, first addressee, and perhaps one or two other fields, such as verbatim file name or document title, or document type.

Upon occasion a will furnish an incomplete electronic indexing listing (Windows-compatible MS Word table) for each document. The contractor will be required to complete each index listing by incorporating the Beginning Page No. and Ending Page No. for each submitted listing, for inclusion within the corresponding document.

**LOAD FILES:** USAO litigation support operates with a data environment consisting of Dataflight Concordance database(s). The contractor will be required to create and deliver IPRO LFP, Summation DII and Concordance DAT load files (that will load images and OCR files with positional information) for subsequent successful customer use with USAO Dataflight Concordance database(s), per furnished instructions.

The load file format for each record will include various informational fields (such as, but not limited to: Description, Document Number, Record Number, Endorsed Last Page Number, Beginning Page Number, Directory Location (path), and TIF File name field) in accordance with USAO’s format requirements.

To this end, an IPRO LFP load-file must be created and included on every optical disc created. The name of each file must be the same as its index number. An image viewing system (a viewer) that is able to use the index number to retrieve that image for viewing must be installed on each CD disc. The viewer must be compatible for successful use with USAO Dataflight Concordance database(s). The viewer must be compatible with IBM or Macintosh platforms.

**STOCK:** The specifications of all stock 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 February, 2008, and any subsequent amendments thereto.

White Xerographic Bond, 17 x 22", 20 lbs. per 500 sheets, equal to JCP Code 063, containing a minimum of 30% postconsumer recovered materials.

Colored Writing, 17 x 22", 20 lbs. per 500 sheets, equal to JCP Code D10, containing a minimum of 30% postconsumer recovered materials.

Four-color copying, "blowbacks": White High Quality Laser Bond, 17 x 22", 24 lbs. per 500 sheets, equal to JCP Code O61.

Medical sonograms (if ordered, and unless otherwise instructed): Colored Writing, 17 x 22", 24 lbs. per 500 sheets, equal to JCP Code D10, containing a minimum of 30% postconsumer recovered materials.

**TAB DIVIDERS:** The contractor will be required to provide white legal index exhibit dividers. Tab dividers shall be approx. 1/25th-cut, with an exhibit number printing on both sides of each tab in black. Dividers shall be reinforced on the tabs and long the bind edge with clear Mylar film laminate. Printed exhibit numbers will range from 1 to 400, for collating and insertion into case files. (Avery's legal index exhibit divider, UPC #11370, satisfies this contract requirement.) The contractor shall also provide conventional commercially-available tab dividers, as requested.

**COPYING, GENERATION OF PAPER COPIES ("Blowbacks"):** Contract orders will require the production and delivery of black-only and four-color paper copies generated from furnished hardcopy not requiring digital capture by the contractor, as well as paper copies (a.k.a. "blowbacks") generated from source documents digitally captured by the contractor or generated from Government-furnished digital media. Paper copies may deliver exclusively as simplex copies, or as both duplex and simplex copies to match the furnished source documents, as instructed.

The contractor shall print reproduced and digitized content with a minimum of 400 DPI. Clear sharp reproduction is required in satisfaction of Quality Level 4 printing attributes. Both color and black copying equipment must be capable of duplex copying while maintaining no visible distortion of the government furnished original(s) when compared to the printed product. The color pages will normally be scattered though out.

Having made one copy from the furnished documents (after numbering the originals), the contractor may make second generation copies (copies of the first copy) provided Quality Level IV printing attributes are satisfied.

Large format copying: Furnished legal case materials will require large format copying, defined herein to be from 17 x 11” to approximately 3 x 4”.

**QUICK-SCHEDULE COPIES FROM FURNISHED DIGITAL MEDIA:**

The contractor will be required make Xerographic copies (“blowbacks”) from digitized Government documents typically provided on optical (CD, DVD) media.

The digital documents furnished on the optical discs will typically be submitted as TIF or Adobe Acrobat PDF files. The furnished files will typically be reproduced at a trim size of 8-1/2 x 11”, typically printing in black only, but occasionally including RGB content requiring four-color process reproduction.

**STORAGE OF COPIES OF GOVERNMENT LEGAL DOCUMENTS:**

Frequently, per instructions provided by the U.S. Attorney’s Office, the contractor will be required to make and retain a copy of the order at the contractor's facility. This copy shall be retained by the contractor to allow other legal parties to make second-generation copies for their own use and at their own expense, at no expense to the Government. Only those parties expressly authorized by the U.S. Attorney's Office may purchase second-generation copy (ies) from the contractor.

Storage environment: All retained copies shall be processed and stored in satisfaction of the Privacy Act, requiring the contractor to “establish appropriate administrative, technical and physical safeguards to insure the security and confidentiality of records and to protect against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience or unfairness to any individual on whom information is maintained.”

Pursuant to the Privacy Act, any contractor employee who willfully discloses the content of the retained Government material to any person or agency not entitled to receive it shall be subject to criminal penalty and a fine.

The retained copy shall be stored in a secure, controlled environment accessible only to authorized personnel, and shall be labeled, organized, physically located and arranged so as to provide expedient access required for quick-schedule reproduction.

The contractor will be required to store as many as 400 cartons of these retained copies at one time. The contractor will be responsible for provision of the document storage cartons at no additional expense to the Government. The retained copy shall be stored in each carton so as to provide for quick document identification and easy retrieval. Based upon past performance, the typical size of a storage carton is 16 x 13 x 10-1/2”.

Duration of legal document retention: Given the unpredictable nature of legal proceedings, it is difficult to state exactly how long any future trial proceeding might last. But based upon past experience, it is realistic to expect that each work order placed during the term of this contract will require the contractor to retain the first-generation copies for a minimum of six months to as long as of 30 months after the work order was issued.

**The contractor will be required to retain these copies for as long as 12 months after a work order has been issued *at no additional expense to the Government*.** Note that storage of retained Government furnished legal documents may be required upon placement of a work order issued as late as the last day of the contract term.

Reimbursement for storage cost(s): The contractor shall be reimbursed for the cost to store the retained Government reproductions that are *retained for more than 12 months (one calendar year) after issuance of the work order*, according to the contractor's storage rate quoted within the contract 'Schedule of Prices.'

Notification of storage status: In order that the U.S. Attorney's Office is informed about any impending document storage costs, the contractor must notify Ms. Peggy Hurdle at (415) 436-7252 no fewer than 30 calendar days before that date that a DoJ work order shall begin incurring document retention storage costs.

Billing for storage costs: Upon trial completion and return of Government furnished legal documents held for more than 12 months (one calendar year), the contractor shall send a billing voucher enumerating the storage cost—assessed according the contract 'Schedule of Prices'—to Ms. Peggy Hurdle at the DoJ, who will verify the performance and issue a Print Order (GPO Form 2511B) authorizing contractor reimbursement for the applicable storage cost(s).

Billing for return of stored Government documents: After the retained copy has been made available to other parties for reproduction for the length of time determined by the Government (typically USAO), the retained documents shall be returned. The contractor is to contact Ms. Peggy Hurdle at (415) 436-7252 to arrange for the return of retained USAO legal documents. All retained documents will be returned at Government expense in accordance with the contract 'Schedule of Prices' using the aforementioned billing procedure (see 'Billing for storage costs').

**ON-SITE COPYING, SCANNING:** See 'On-Site Services' within the 'CONTRACTOR TO FURNISH' section.

**MARGINS:** Follow copy furnished. Original documents smaller than 8-1/2 x 11" should be centered.

**DIGITAL TIME WORK:** Occasionally the furnished materials will require additional digital time work, which could include such operations as basic desktop publishing operations, typesetting, copy fitting, scanning, digital inclusion of exhibit prefix characters, digital duplication of furnished media, digital production of custom tabs, spines, folders, etc.

Based upon past performance, occasionally a customer (typically USFS) will require the contractor to provide digital links within and/or between digitally captured documents, per more specific instructions by the customer.

**DRILLING:** As indicated on the print order, originals and/or copies will require drilling three 1/4" holes, 4-1/4" center-to-center, with centers locating 3/8" from left edge.

**BINDING:** The contractor will typically be required to collate all copies in numerical sequence and staple and/or clip copies per furnished originals. "Loose leaf" binding styles will include slip-sheeting

with colored stock, insertion of copies into three-ring binders and insertion of copies into commercially-available office folders and/or "redwell" expansion-type file folders, according to furnished instructions.

Velo binding, plastic combing binding and Acco fastening will also be required.

Rebinding of submitted Velo-bound and comb-bound case file documents will be required.

**MOUNTING:** Occasionally copies of evidentiary materials will be required to mount on foam board, as instructed by the ordering party.

**REASSEMBLY OF ORIGINALS:** Unless otherwise instructed on the Print Order, the contractor will typically be required to reassemble, refasten and return the original documents in the same order, same manner and in the same condition as furnished.

Occasionally an order may require the contractor to insert furnished source documents into furnished plastic document protectors. If plastic document protectors are furnished, the contractor will be required to insert the original documents into the protectors (typically two sheets, back-to-back, per protector) and assemble/insert the protectors into three-ring binders per furnished instructions before returning to the U.S. Attorney's Office.

#### **DIGITAL ARCHIVING:**

All duplicate (burned) CD-R discs shall be manufactured in accordance with the Phillips Orange Book, Part II: CD-R, Vols. 1 and 2 (Version 3.1, 1998).

Duplicate CD-R discs manufactured under the terms of this contract will be 650 MB (74-minute) or 700 MB (80 minute) capacity discs, to be used on consumer quality target CD-ROM drives within a Microsoft Windows operating system environment.

All duplicate (burned) DVD-R discs shall be manufactured in accordance with DVD Forum Book D (using applicable version) specifications.

Duplicate DVD-R discs manufactured under the terms of this contract will be single-layer 4.7 GB capacity (DVD-5) discs, to be used on consumer quality target DVD-ROM drives.

**Patent Rights:** Several firms claim patent rights, which may be applicable to CD-ROM/DVD-ROM duplication. For example, see <http://www.licensing.philips.com>. U.S. Philips Corporation and Sony Corporation claim to hold patents for certain technologies essential to the manufacture and duplication/replication of CD-ROM/DVD-ROM's and assert it is impossible to manufacture or duplicate a CD-ROM/DVD-ROM disc without infringing these patents. The patent claims cover, among other things, both the physical structure of and the manner in which data is encoded on a CD-ROM/DVD-ROM. Other firms, including Discovision Associates, Irvine, CA, also claim similar patent rights.

By submission of a bid, bidders certify that they hold a license under all patents applicable to their duplication of CD-ROM/DVD-ROMs.

The contractor shall include the name and a contact phone number of contractor's CD-R and DVD-R media supplier with contractor's bid.

Labeling of discs: Unless specified by the customer, the contractor shall label each disc in a professional manner, to most accurately reflect the digital contents archived thereon.

Warning: All electronic media made by the contractor must be kept accountable and under reasonable security to prevent their unauthorized release. Disks are not to be duplicated in whole or part for any other purpose than to create material to be used in the performance of this contract. All duplicate media shall be degaussed or securely overwritten and any printouts and non-erasable media shall be destroyed by the contractor.

**PACKING:** Pack each legal case file copy set in a cardboard box or carton suitable for subsequent handling and shipping. Label each carton according to instructions furnished by the ordering agency.

CD-R, DVD-R discs: Unless otherwise instructed, contractor shall insert each CD-R/DVD-R disc into a commercially available paper disc window envelope, with labeled disc side visible through the clear poly window.

**DISTRIBUTION:** Most orders will deliver f.o.b. destination to Government agencies located at 450 Golden Gate San Francisco, CA 94102. (Inside delivery required.)

Some orders will also deliver f.o.b. destination within the general San Francisco metro region.

The contractor must return all reproducibles furnished by the Government.

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

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

Furnished material must be picked up from and delivered to address listed under "DISTRIBUTION". Inside pickup and delivery is required, including various sites within the general San Francisco metro region.

The delivery schedule for all orders begins at that time the Government notifies the contractor that the print order and Government furnished materials are available and ready for pickup by the contractor.

Pickup and delivery of materials by the contractor will be required during regular business hours (approx. 8:00 AM to 6:00 PM). If an occasional order requires pickup and delivery beyond normal business hours, the Government will provide for pickup and delivery of job materials.

The contractor will typically be required to make complete production and delivery within one to 10 days after notification of availability of furnished materials for pickup by the contractor.

Accelerated delivery: Based upon past performance, it is estimated that approx. 5% of the total orders will require complete production and accelerated delivery within four to 24 hours (less than one day) of notification of availability of Government furnished materials for pickup by the contractor.

The "ship/deliver" date indicated on the print order is the date (and time, if specified) products must be delivered to the destination specified.

**SECTION 3. - DETERMINATION OF AWARD**

The Government will determine the lowest bid by applying the prices quoted in the "Schedule of Prices" to the following units of production which are the estimated requirements to produce one year's orders 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 under this contract.

Accelerated delivery: The percentage uprate submitted by the bidder under Item III shall first be applied to 5% of the subtotal of costs obtained from Items I and II. The product of this application shall then be added to the subtotal of Items I and II to determine each bidder's total contract price. The following item designations correspond to those listed in the "Schedule of Prices".

<b>I.</b>	(1)	(2)	<b>II.</b>	
1. (a)	10,000	1,000	(a)	3,800
(b)	500	200	(b)	5
(c)	200	50	(c)	150
(d)	25	10	(d)	15,000
(e)	1		(e)	300
			(f)	50
2. (a)	10,000		(g)	
(b)	500		1.	3
3. (a)	10,000		2.	3
(b)	500		3.	3
4. (a)	10,000		4.	3
(b)	500		5.	3
5. (a)	5		6.	3
(b)	1,200		7.	3
(c)	2		8.	3
(d)	1		9.	3
6. (a)	240,000	30,000	(h)	310
(b)	80,000	8,000	(i)	200
(c)	150	75	(j)	25
(d)	14,000	2,000	(k)	25
(e)	200		(l)	25
(f)	35		(m)	50
7. (a)	5,000	10,000	(n)	35
(b)	2,000	4,000	(o)	5
(c)	75	145	(p)	15
(d)	35	75	(q)	40
(e)	2,00	400	(r)	250
(f)	150	275	(s)	50
(g)	100	200		
(h)	7	15		
8. (a)	20	40	<b>III.</b>	See explanation above regarding
(b)	7	15		accelerated delivery.
9. (a)	145	145		
10. (a)	75			
(b)	7			

**SECTION 4. - SCHEDULE OF PRICES**

GPO Facsimile Numbers: (707) 748-1980, 1981  
 Quotes due: 11:00 AM / Date: July 19, 2018

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.

Fractional parts of 100 shall be prorated at the "per 100" rate.

**I. COMPLETE PRODUCT:** Prices quoted shall include the cost of all required materials and operations (including the provision of database load files, excepting those items listed under Items II and III) necessary for the complete production and distribution of the product listed in accordance with these specifications.

1. Litigation scanning to digital image: Prices to be based upon document unitization determined at the physical level.

	<u>Projects scanned at contractor's facility</u> (1)	<u>Projects scanned on-site</u> (2)
(a) Scanning black-only source documents as large as 8.5 x 14".....per page.....	\$ _____	\$ _____
(b) Scanning multi-color source documents as large as 8.5 x 14".....per page.....	\$ _____	\$ _____
(c) Scanning black-only documents larger than 8.5 x 14".....per sq. ft.....	\$ _____	\$ _____
(d) Scanning multi-color documents larger than 8.5 x 14"..... per sq. ft.....	\$ _____	\$ _____

\_\_\_\_\_  
 Initials



(e) On-site set-up charge\*: A one-time set-up charge will be allowed for each on-site assignment. Hereafter, the charge shall include all equipment handling/preparation/set-up, job transportation costs and any other overhead expenses required for successful on-site performance.....per on-site assignment....\$ \_\_\_\_\_

\* This is a one-time charge, to be assessed once per on-site assignment at a location within 50 miles of the Federal Bldg in San Francisco, CA.

2. ("Bates") serial numbering:

- (a) Electronic endorsement.....per page ....\$ \_\_\_\_\_
- (b) Numbering of source materials not requiring digital capture/scanning.....per page ....\$ \_\_\_\_\_

3. OCR conversion to ASCII text files:

- (a) Documents as large as 8-1/2 x 14".....per page .....\$ \_\_\_\_\_
- (b) Documents larger than 8-1/2 x 14".....per sq. foot.....\$ \_\_\_\_\_

4. Conversion to Adobe Acrobat PDF content.

- (a) Source documents as large as 8-1/2 x 14":  
Conversion of raster/OCR files to "Image Only" or "Text + Image" PDF files.....per page ....\$ \_\_\_\_\_
- (b) Source documents larger than (8-1/2 x 14"):  
Conversion of raster/OCR files to "Image Only" or "Text + Image" PDF files.....per page ....\$ \_\_\_\_\_

5. Archiving onto optical discs: Prices to include labeling, collation and packing.

- (a) Creation of "master" CD-R disc(s).....per disc .....\$ \_\_\_\_\_
- (b) Duplication of master CD-R disc(s).....per disc .....\$ \_\_\_\_\_
- (c) Creation of "master" DVD-R disc(s).....per disc .....\$ \_\_\_\_\_
- (d) Duplication of master DVD-R disc(s).....per disc .....\$ \_\_\_\_\_

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Initials

6. Generation of Xerographic “blowback” copies:

	<u>(8-1/2 x 11")</u>	<u>(8-1/2 x 14")</u>
	(1)	(2)
(a) Black-only: Printing one side.....per sheet ...\$	_____	\$ _____
(b) Black-only: Printing both sides.....per sheet....\$	_____	\$ _____
(c) Color copies: Printing one side.....per sheet....\$	_____	\$ _____
(d) Color copies: Printing both sides.....per sheet....\$	_____	\$ _____

Reimbursement for 17 x 11” documents: Contractor to charge twice the 8-1/2 x 11” rates cited.

Xerographic blowbacks larger than 17 x 11”: Printing one side only.

(e) Black-only copies.....per square foot.....\$	_____
(f) Four-color copies.....per square foot.....\$	_____

7. Litigation copying (no digital capture required; no scanning charge allowed):

Up to 8-1/2 x 11”:	<u>First copy</u>	<u>2<sup>nd</sup> thru 10<sup>th</sup> copies</u>
	(1)	(2)
(a) Black-only on one side.....per sheet ....\$	_____	\$ _____
(b) Black-only on both sides.....per sheet....\$	_____	\$ _____
(c) Four-color on one side.....per sheet ....\$	_____	\$ _____
(d) Four-color on both sides.....per sheet ....\$	_____	\$ _____

8-1/2 x 14”:	<u>First copy</u>	<u>2<sup>nd</sup> thru 10<sup>th</sup> copies</u>
	(1)	(2)
(e) Black-only on one side.....per sheet ....\$	_____	\$ _____
(f) Black-only on both sides.....per sheet....\$	_____	\$ _____
(g) Four-color on one side.....per sheet ....\$	_____	\$ _____
(h) Four-color on both sides.....per sheet ....\$	_____	\$ _____

Reimbursement for 17 x 11” documents: Contractor to charge twice the 8-1/2 x 11” rates cited.

8. Large format litigation copying (no digital capture required), larger than 17 x 11”, to as large as 3 x 4’:

	<u>First copy</u>	<u>2<sup>nd</sup> thru 10<sup>th</sup> copies</u>
	(1)	(2)
(a) Black-only copying.....per square foot .....\$	_____	\$ _____
(b) Four-color copying.....per square foot.....\$	_____	\$ _____

9. Copying of 6 x 4” medical sonograms (no digital capture required), furnished on rolls of various lengths:

	<u>First copy</u>	<u>2<sup>nd</sup> thru 10<sup>th</sup> copies</u>
	(1)	(2)
(a) Black-only on one side of 24 lb. colored 8-1/2 x 11” sheet.....per printed sonogram.....\$	_____	\$ _____

\_\_\_\_\_  
Initials

10. Indexing, coding:

- (a) Indexing.....per listing.....\$ \_\_\_\_\_
- (b) Coding (up to 30 keystrokes per field).....per field.....\$ \_\_\_\_\_

**II. ADDITIONAL OPERATIONS:**

- (a) Drilling three holes.....per 100 sheets.....\$ \_\_\_\_\_
- (b) Provision, insertion of colored divider sheets.....per 100 sheets .....\$ \_\_\_\_\_
- (c) Provision, printing, insertion of commercially-available tab dividers.....per 100 dividers ...\$ \_\_\_\_\_
- (d) Provision, insertion of white legal index exhibit dividers with printed exhibit numbers on tabs (Avery's legal Index exhibit divider, UPC #11370, or equal).....per divider....\$ \_\_\_\_\_
- (e) Provision of manila folders.....per folder ....\$ \_\_\_\_\_
- (f) Provision of durable "redwell" or "red rope" style expansion (approx. 3 to 5") pocket folder.....per folder .....\$ \_\_\_\_\_
- (g) Provision of vinyl-clad binders, with three-ring metal base element, opening and closing levers, and 'Clear View' vinyl pockets on front cover and spine:
  - 1. Round ring, 2" capacity.....per binder ....\$ \_\_\_\_\_
  - 2. Round ring, 3" capacity.....per binder ....\$ \_\_\_\_\_
  - 3. Slant-D, 3" capacity.....per binder .....\$ \_\_\_\_\_
  - 4. Slant-D, 4" capacity.....per binder .....\$ \_\_\_\_\_
  - 5. Slant-D, 5" capacity.....per binder .....\$ \_\_\_\_\_
  - 6. **Locking** Slant-D, 2" capacity.....per binder .....\$ \_\_\_\_\_
  - 7. **Locking** Slant-D, 3" capacity.....per binder .....\$ \_\_\_\_\_
  - 8. **Locking** Slant-D, 4" capacity.....per binder .....\$ \_\_\_\_\_
  - 9. **Locking** Slant-D, 5" capacity.....per binder .....\$ \_\_\_\_\_
- (h) Insertion of mat'ls into three-ring binders.....per binder ...\$ \_\_\_\_\_
- (i) Folding (foldins, etc.).....per fold, per sheet.....\$ \_\_\_\_\_
- (j) Velo binding (includes the cost of binders and punching of holes).....per piece.....\$ \_\_\_\_\_

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Initials

- (k) Plastic comb binding (includes the binder and punching of holes).....per piece .....\$ \_\_\_\_\_
- (l) Binding with Acco fastener (includes the cost of the fastener/pressure bar and drilling of two holes).....per piece .....\$ \_\_\_\_\_
- (m) Rebinding of furnished Velo-bound and comb-bound products.....per piece .....\$ \_\_\_\_\_
- (n) Mounting on 3/16” foam board.....per square foot.....\$ \_\_\_\_\_
- (o) Mounting on 1/2” foam board.....per square foot.....\$ \_\_\_\_\_
- (p) \* Customer-authorized digital time work (applicable to ‘Digital Time Work’ section herein).....per hour .....\$ \_\_\_\_\_
- (q) \* Customer-authorized intensive/extraordinary handling/processing time work: to organize or otherwise prepare seized or atypical evidentiary documents and/or materials.....per hour .....\$ \_\_\_\_\_

\* All such time work must be expressly authorized by the customer before the work is initiated by the contractor. The contractor shall be reimbursed for such work upon submittal of a receipt signed by the customer authorizing reimbursement for the additional time work charged by the contractor.

- (r) \*\* On-site storage of copies of Government legal documents (retained by the contractor to allow other legal parties to make second-generation copies for their own use and at their own expense).....per carton, per month.....\$ \_\_\_\_\_

\*\* This charge shall become applicable only after the retained copy has been stored by the contractor for more than one calendar year after the job work order was issued.

- (s) Transportation/handling costs to return stored Government documents to a delivery site located within 16 km (10 miles) of contractor’s location.....per carton.....\$ \_\_\_\_\_

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Initials

**III. ACCELERATED DELIVERY:**

Percentage upcharge charged for accelerated delivery of orders within 4 to 24 hours (less than one day) after notification of availability of Gov't furnished materials for pickup by the contractor. (This charge shall not apply to orders requiring one (24 hrs) or more days to produce and deliver the order.).....% \_\_\_\_\_

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 Mat'l 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: \_\_\_\_\_

\_\_\_\_\_  
Initials

**BID ACCEPTANCE PERIOD:** In compliance with the above, the undersigned agree, if this bid is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the bidder) from the date for receipt of bids, to furnish the specified items at the price set opposite each item, delivered at the designated points(s), in exact accordance with specifications.

NOTE: Failure to provide a 60-day bid acceptance period may result in expiration of the bid prior to award.

**BIDDER'S NAME AND SIGNATURE:** Unless specific written exception is taken, the bidder, by signing and submitting a bid, agrees with and accepts responsibility for all certifications and representations as required by the solicitation and GPO Contract Terms-Publication 310.2. When responding by fax or mail, fill out and return one copy of all pages in "SECTION 4. -SCHEDULE OF PRICES," including initialing/signing where indicated.

Failure to sign the signature block below may result in the bid being declared non-responsive.

Bidder \_\_\_\_\_  
(Contractor Name) (GPO Contractor's Code)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City – State – Zip Code)

By \_\_\_\_\_  
(Printed Name, Signature and title of person authorized to sign this bid) (Date)

\_\_\_\_\_  
(Person to be contacted) (Telephone Number) (Email)

\_\_\_\_\_  
Initials

**Attachment A: IRS CERTIFICATION OF NONDISCLOSURE**

In performing the services described herein, the contractor agrees to comply and assume responsibility for compliance by his/her employees with the requirements listed below. This agreement must be signed by the contractor before documents and/or items will be released by this office for duplication and bates stamping.

**A. General Safeguards**

1. Documents and/or items received by the contractor are sensitive and must be properly safeguarded from unauthorized disclosure. When documents and/or items are not being Bates-stamped, scanned, or copied, they will be securely stored in a location, which will preclude unauthorized access.
2. Individuals having access to documents and/or items during pick-up, duplication, counting, assembly, delivery, etc., are to be properly notified by the contractor of the sensitivity of the information and cautioned to preclude loss, theft, destruction or unauthorized access.
3. All documents and/or items received by the contractor must be returned to the ordering agency Internal Revenue Service as specified at time of service request, in the same condition as when received. This includes reassemble in stacks, binders, sets, folders, etc., if disassembly was required during scanning/duplication.
4. Proper control and handling must be maintained at all times to prevent any information or materials required to produce the products ordered under these specifications from falling into unauthorized hands. Release of the materials to anyone not authorized by the Internal Revenue Service (IRS) is prohibited. All copies must be accounted for and all extra copies (in any format), electronic files, materials, waste, etc. must be destroyed beyond recognition or reconstruction.
5. *Subcontracting will not be permitted in part or in whole in any aspect for the production of products ordered. **Third-party couriers will not be permitted. The contractors must pickup and deliver the finished product without the aid of outside courier service(s).***

**B. Disclosure of Information - Safeguards**

1. All work shall be performed under the supervision of the contractor or the contractor's responsible employees.
2. Any return or return information made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspections or disclosures should be addressed to the IRS Disclosure Officer at the Laguna Niguel, CA address listed under Distribution in the specifications or his/her designee.
3. Should the contractor or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the Default clause, GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 [Rev. 6-2001]), incorporated herein by reference, may be invoked, and the contractor will be considered to be in breach of this contract.

### **C. Disclosure of Information - Safeguards for Automated Data Processing Services**

1. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspections or disclosures should be addressed to the IRS Disclosure Officer at the Laguna Niguel, CA address listed under Distribution in the specifications or his/her designee.
2. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output shall be given the same level of protection as required for the source material.
3. The contractor certifies that the data processed during the performance of this contract shall be completely purged from all data storage components of his/her computer facility and no output will be retained by the contractor at the time the IRS work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized inspection or disclosure.
4. Any spoilage or any intermediate hard copy printout, which may result during the processing of IRS data, shall be given to the IRS Disclosure Officer at the Laguna Niguel, CA address listed under Distribution in the specifications or his/her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and shall provide the IRS Disclosure Officer at the Laguna Niguel, CA address listed under Distribution in the specifications or his/her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
5. All computer systems processing, storing and transmitting tax data must meet or exceed computer access protection controls -(C1). To meet C1 requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance and documentation. All security features must be available (object reuse, audit trails, identification\authentication, and discretionary access control) and activated to protect against unauthorized use of and access to tax information.
6. Should the contractor or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the Default clause, GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 [Rev. 6-2001]), incorporated herein by reference, may be invoked, and the contractor will be considered to be in breach of this contract.

### **D. Disclosure of Information - Safeguards for "Official Use Only" material:**

1. Any Treasury Department Information made available or to which access is provided, and which is marked or should be marked "Official Use Only", shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employee of the contractor at any tier shall require prior written approval of the IRS. Requests to make such disclosure should be addressed to the IRS Disclosure Officer at the Laguna Niguel, CA address listed under Distribution in the specifications or his/her designee.



## **E. Criminal/Civil Sanctions**

1. Each officer or employee of the contractor at any tier to whom returns or return information is or may be disclosed shall be notified in writing by the contractor that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such contractor shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure plus in the case of willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n).
2. Each officer or employee of the contractor to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract and that inspection of any such returns or return information for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such contractor shall also notify each such officer and employee that any such unauthorized inspection of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.
3. Additionally, 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(l)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or 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 so 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 \$5,000.
4. Each officer or employee of the contractor at any tier to whom "Official Use Only" information may be made available or disclosed shall be notified in writing by the contractor that "Official Use Only" information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such "Official Use Only" information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571.

Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.

**F. Disclosure of Information--Inspection**

1. The Internal Revenue Service shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, the IRS Disclosure Officer at the Laguna Niguel, CA address listed under Distribution in the specifications may require specific measures in cases where the contractor is found to be noncompliance with contract safeguards.

**G. Contractor Acceptance**

The contractor expressly agrees to all the terms and conditions set forth and agrees to perform according to requirements stated herein, as signed and authorized below:

Contractor: \_\_\_\_\_ GPO Contractor Code No: \_\_\_\_\_

Authorized Signor: \_\_\_\_\_  
(Type or print)

Signature: \_\_\_\_\_  
(Signature and title of person authorized to sign acceptance)

Phone number: \_\_\_\_\_ Email address: \_\_\_\_\_

ITEM NO	DESCRIPTION	BASIS OF AWARD	(Contr #1 - E4) Colour Drop San Francisco, CA	UNIT RATE	(Contr #2 - G4) ARC San Francisco, CA	UNIT RATE	(Contr #3 - I4) Ricoh USA San Francisco, CA	UNIT RATE	(Contr #4 - K4) Current Contractor Colour Drop	UNIT RATE	COST
<b>Program No 2984-S Term 06/01/2013 To 07/31/2014</b>											
<b>TITLE: LITIGATION SCANNING AND COPYING</b>											
<b>COMPLETE PRODUCT:</b>											
1. Litigation Scanning To Digital Image:											
(a)	Scan Black-Only, 8.5x14" - Per Page	133,200	17,316.00	0.10	13,320.00	0.115	15,318.00	0.13	17,316.00	0.13	17,316.00
(2)	Scanned On-Site	13,050	3,262.50	0.25	3,262.50	0.195	2,644.75	0.25	3,262.50	0.25	3,262.50
(b)	Scan Multi-Color, 8.5x14" - Per Page	1,800	234.00	0.10	180.00	0.15	270.00	0.20	360.00	0.20	360.00
(2)	Scanned On-Site	450	112.50	0.50	225.00	0.20	90.00	0.25	112.50	0.25	112.50
(c)	Scan Black-Only >8.5x14" - Per Sq Foot	900	900.00	0.30	270.00	0.50	450.00	1.00	900.00	1.00	900.00
(2)	Scanned On-Site	180	450.00	1.00	180.00	0.85	153.00	2.50	450.00	2.50	450.00
(d)	Scan Multi-Color >8.5x14" - Per Sq Foot	180	450.00	0.60	108.00	1.75	315.00	2.50	450.00	2.50	450.00
(2)	Scanned On-Site	45	225.00	2.00	90.00	2.35	105.75	5.00	225.00	5.00	225.00
(e)	On-Site Set-Up Charge - Per On-Site Assign	2	250.00	75.00	150.00	250.00	500.00	150.00	300.00	150.00	300.00
2. Bates' Serial Numbering:											
(a)	Electronic Endorsement - Per Page	81,000	810.00	0.01	810.00	0.007	567.00	0.015	1,215.00	0.015	1,215.00
(b)	Numbering of Source Mat' - Per Page	9,000	90.00	0.03	270.00	0.01	90.00	0.01	90.00	0.01	90.00
3. OCR Con version to ASCII Text Files:											
(a)	Documents to 8.5x14" - Per Page	135,000	1,350.00	0.01	1,350.00	0.007	945.00	0.015	2,025.00	0.015	2,025.00
(b)	Documents >8.5x14" - Per Sq Foot	450	4.50	0.01	4.50	0.007	3.15	0.25	112.50	0.25	112.50
4. Conversion to Adobe Acrobat PDF Content:											
(a)	Documents 8.5x14" - Per Page	81,000	810.00	0.02	1,620.00	0.007	567.00	0.015	1,215.00	0.015	1,215.00
(b)	Documents >8.5x14" - Per Page	725	7.25	0.06	36.25	0.10	72.50	0.10	72.50	0.10	72.50
5. Archiving Onto Optical Discs:											
(a)	Creation of "master" CD-R Disc - Per Disc	9	180.00	10.00	90.00	5.00	45.00	20.00	180.00	20.00	180.00
(b)	Duplication of "master" CD-R Disc - Per Disc	27	7.60	5.00	135.00	5.00	135.00	10.00	270.00	10.00	270.00
(c)	Creation of "master" DVD-R Disc - Per Disc	4	103.00	25.00	100.00	25.00	25.00	25.00	100.00	25.00	100.00
(d)	Duplication of "master" DVD-R Disc - Per Disc	2	12.50	10.00	20.00	5.00	10.00	15.00	30.00	15.00	30.00
6. Generation of Xerographic "Blowback" Copies:											
(a)	Black-Only ... Printing 1 Side	19,800	1,485.00	0.04	792.00	0.045	891.00	0.075	1,485.00	0.075	1,485.00
(1)	8.5 x 11" - Per Sheet	2,880	57.60	0.04	115.20	0.085	187.20	0.02	57.60	0.02	57.60
(2)	8.5 x 14" - Per Sheet										
(b)	Black-Only ... Printing 2 Sides	11,160	446.40	0.04	892.80	0.085	725.40	0.04	446.40	0.04	446.40
(1)	8.5 x 11" - Per Sheet	1,305	26.10	0.08	104.40	0.085	110.93	0.02	26.10	0.02	26.10
(2)	8.5 x 14" - Per Sheet										
(c)	Color Copies ... Printing 1 Side	450	225.00	0.35	157.50	0.20	90.00	0.50	225.00	0.50	225.00
(1)	8.5 x 11" - Per Sheet	270	27.00	0.10	135.00	0.25	67.50	0.15	40.50	0.15	40.50
(2)	8.5 x 14" - Per Sheet										

Program No 2984-S Term 08/01/2010 To 07/31/2013 TITLE: LITIGATION SCANNING AND COPYING		ARC San Francisco, CA		Ricoch USA San Francisco, CA		Current Contractor Colour Drop		
ITEM NO	DESCRIPTION	BASIS OF AWARD	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST
(d)	Color Copies - Printing 2 Sides	90	0.25	22.50	0.30	27.00	0.25	22.50
(1)	8.5 x 11" - Per Sheet	45	0.20	9.00	0.35	15.75	0.20	9.00
(2)	8.5 x 14" - Per Sheet							
(e)	Xerographic Blowbacks >17 x 11" - 1 Side Only	270	0.49	132.30	0.45	121.50	0.49	132.30
(1)	Black-Only Copies - Per Square Foot	90	7.50	675.00	2.00	180.00	5.00	450.00
(2)	4-Color Copies - Per Square Foot							
7.	Litigation Copying - 8.5 x 11"							
(a)	Black-Only on One Side	63,000	0.075	4,725.00	0.055	3,465.00	0.05	3,150.00
(1)	First Copy - Per Sheet	126,000	0.028	3,564.00	0.045	5,670.00	0.028	3,564.00
(2)	2nd Thru 10th Copies - Per Sheet							
(b)	Black - Only on Both Sides	25,650	0.02	513.00	0.075	1,923.75	0.02	513.00
(1)	First Copy - Per Sheet	51,300	0.02	1,026.00	0.045	2,308.50	0.02	1,026.00
(2)	2nd Thru 10th Copies - Per Sheet							
(c)	Four-Color on One Side	900	0.50	450.00	0.25	225.00	0.50	450.00
(1)	First Copy - Per Sheet	1,800	0.50	900.00	0.20	360.00	0.50	900.00
(2)	2nd Thru 10th Copies - Per Sheet							
(d)	Four-Color on Both Sides	450	0.25	112.50	0.40	180.00	0.25	112.50
(1)	First Copy - Per Sheet	900	0.25	225.00	0.30	270.00	0.25	225.00
(2)	2nd Thru 10th Copies - Per Sheet							
(e)	Litigation Copying - 8.5 x 14"							
(a)	Black-Only on One Side	2,700	0.025	67.50	0.055	148.50	0.025	67.50
(1)	First Copy - Per Sheet	5,400	0.025	135.00	0.045	243.00	0.025	135.00
(2)	2nd Thru 10th Copies - Per Sheet							
(f)	Black-Only on Both Sides	1,800	0.025	45.00	0.075	135.00	0.025	45.00
(1)	First Copy - Per Sheet	3,420	0.025	86.50	0.045	153.90	0.025	86.50
(2)	2nd Thru 10th Copies - Per Sheet							
(g)	Four-Color on One Side	1,260	0.25	315.00	0.30	378.00	0.25	315.00
(1)	First Copy - Per Sheet	2,520	0.25	630.00	0.25	630.00	0.25	630.00
(2)	2nd Thru 10th Copies - Per Sheet							
(h)	Four-Color on Both Sides	90	0.25	22.50	0.45	40.50	0.25	22.50
(1)	First Copy - Per Sheet	180	0.25	45.00	0.35	63.00	0.25	45.00
(2)	2nd Thru 10th Copies - Per Sheet							
8.	Lg Format Litig. Copy->17x11" up to 3x4"							
(a)	Black-Only Copying							
(1)	First Copy - Per Square Foot	270	0.89	240.30	0.75	202.50	0.89	240.30
(2)	2nd Thru 10th Copies - Per Square Foot	540	0.89	480.60	0.65	351.00	0.89	480.60
(b)	Four-Color Copying	90	5.00	450.00	2.25	202.50	2.50	225.00
(1)	First Copy - Per Square Foot	180	2.50	450.00	1.85	333.00	2.50	450.00
(2)	2nd Thru 10th Copies - Per Square Foot							

ITEM NO	DESCRIPTION	ARC	UNIT RATE	COST	ARC	UNIT RATE	COST	ARC	UNIT RATE	COST	ARC	UNIT RATE	COST
Program No 2984-S Term 08/01/2010 To 07/31/2013													
TITLE: LITIGATION SCANNING AND COPYING													
		San Francisco, CA			San Francisco, CA			San Francisco, CA			San Francisco, CA		
		Colour Drop			Colour Drop			Colour Drop			Colour Drop		
		San Francisco, CA			San Francisco, CA			San Francisco, CA			San Francisco, CA		
		UNIT RATE			UNIT RATE			UNIT RATE			UNIT RATE		
		COST			COST			COST			COST		
		AWARD			AWARD			AWARD			AWARD		
9.	Copying of Medical Sonograms 8x4"												
(a)	Black Only - 1 Side of 8.5 x 11" Sheet		1,800	0.025	45.00	0.25	450.00	0.10	180.00	0.025	45.00	0.025	45.00
(2)	2nd. Thru 10th Copies - Per Printed Sonogram.....		1,800	0.025	45.00	0.25	450.00	0.10	180.00	0.025	45.00	0.025	45.00
<b>II. ADDITIONAL OPERATIONS:</b>													
(a)	Drill 3 Holes - Per 100 Sheets.....		720	2.00	1,440.00	0.25	180.00	1.50	1,080.00	2.00	1,440.00	2.00	1,440.00
(b)	Provide/Insert Clrd Divid Sheets - Per 100 Sheets.....		54	3.00	162.00	0.50	27.00	1.50	81.00	3.00	162.00	3.00	162.00
(c)	Prov/Insert Tab Divid - Per 100 Dividers.....		54	7.00	378.00	0.25	13.50	0.40	21.60	7.00	378.00	7.00	378.00
(d)	Provide Manila Folders - Per Folder.....		900	0.35	315.00	0.25	225.00	0.25	225.00	0.35	315.00	0.35	315.00
(e)	Prov Redwired Rope Pkt Folder - per Folder.....		450	N/C		0.10	45.00	0.05	22.50	0.005	2.25	0.005	2.25
(f)	Prov Vinyl-Clad Binders-3 Ring Metal		135	N/C		1.50	202.50	1.50	202.50	1.25	168.75	1.25	168.75
1.	Round Ring-2" Capacity - Per Binder.....		18	2.00	36.00	6.00	108.00	6.00	108.00	3.00	54.00	3.00	54.00
2.	Round Ring-3" Capacity - Per Binder.....		45	5.00	225.00	6.00	270.00	7.50	337.50	6.00	270.00	6.00	270.00
3.	Slant-D-3" Capacity - Per Binder.....		45	7.50	337.50	11.00	495.00	11.00	495.00	6.00	270.00	6.00	270.00
4.	Slant D-4" Capacity - Per Binder.....		72	15.00	1,080.00	20.00	1,440.00	20.00	1,440.00	15.00	1,080.00	15.00	1,080.00
5.	Slant D-5" Capacity - Per Binder.....		3	20.00	60.00	37.00	111.00	35.00	105.00	20.00	60.00	20.00	60.00
6.	Locking Slant D-2" Capacity - Per Binder.....		9	2.00	18.00	13.00	117.00	17.50	157.50	6.00	54.00	6.00	54.00
7.	Locking Slant D-3" Capacity - Per Binder.....		18	10.00	180.00	10.00	180.00	16.00	288.00	8.00	144.00	8.00	144.00
8.	Locking Slant D-4" Capacity - Per Binder.....		9	15.00	135.00	20.00	180.00	35.00	315.00	15.00	135.00	15.00	135.00
9.	Locking Slant D-5" Capacity - Per Binder.....		3	20.00	60.00	25.00	75.00	45.00	135.00	20.00	60.00	20.00	60.00
(h)	Insert Mat into 3-Ring Binder - Per Binder.....		225	N/C		1.00	225.00	1.00	225.00	N/C		N/C	
(i)	Folding - Per Fold - Per Sheet.....		900	0.05	45.00	0.10	90.00	0.05	45.00	0.05	45.00	0.05	45.00
(j)	Velo Binding - Per Piece.....		90	1.00	90.00	1.50	135.00	1.00	90.00	1.00	90.00	1.00	90.00
(k)	Plastic Comb Binding - Per Piece.....		90	1.00	90.00	1.50	135.00	1.00	90.00	1.00	90.00	1.00	90.00
(l)	Binding w/Acco Fastener - Per Piece.....		90	1.00	90.00	1.25	112.50	1.00	90.00	1.00	90.00	1.00	90.00
(m)	Rebind Fum Velo/Comb Prod - Per Piece.....		225	1.00	225.00	1.00	225.00	1.00	225.00	1.00	225.00	1.00	225.00
(n)	Mount on 3/16" Foam Board - Per Sq Ft.....		63	3.50	220.50	3.50	220.50	2.00	126.00	2.50	157.50	2.50	157.50
(o)	Mount on 1/2" Foam Board - Per Sq Ft.....		27	3.50	94.50	4.50	121.50	2.00	54.00	2.50	67.50	2.50	67.50
(p)	Cust Auth Digital Time Work - Per Hr.....		45	75.00	3,375.00	40.00	1,800.00	35.00	1,575.00	50.00	2,250.00	50.00	2,250.00
(q)	Cust Auth Intense/Extrordin Time Wk - Per Hr.....		72	30.00	2,160.00	40.00	2,880.00	25.00	1,800.00	35.00	2,500.00	35.00	2,500.00
(r)	On-Site Storage - Per Carton, Per Month.....		2,160	N/C		5.00	10,800.00	0.10	216.00	N/C		N/C	
(s)	Trans/Handling Costs - Per Carton		90	N/C		5.00	450.00	1.00	90.00	N/C		N/C	
<b>III. ACCELERATED DELIVERY:</b>													
CONTRACTOR SUBTOTAL													
Estimated % of orders with Accelerated Delivery													
Contractor Upcharge for Accelerated Delivery													
CONTRACTOR TOTALS													
DISCOUNT													
DISCOUNTED TOTALS													
											AWARDED		

## Representations and Certifications

Exception to the certifications may render your bid nonresponsive. Submission of your bid without statement of exception shall constitute certification of the six items.

### REPRESENTATIONS.

**R-1. Small business.** By submission of a bid, the bidder represents that the bidder is a small business concern, unless the bid contains an affirmative representation that the bidder is not a small business concern.

**R-2. Small Disadvantaged Business Concern.** By submission of a bid, the bidder represents that the bidder is not a small disadvantaged business concern, unless the bid itself contains an affirmative representation that the bidder is a small disadvantaged business concern.

**R-3. Women-Owned Small Business Concern.** By submission of a bid, the bidder represents that the bidder is not a women-owned small business concern, unless the bid itself contains an affirmative representation that the bidder is a women-owned small business concern.

### CERTIFICATIONS.

**C-1. Covenant Against Contingent Fees.** Submission of a bid without statement of exception shall constitute certification.

(a) The contractor warrants that no person or agency has been employed or retained to solicit or obtain a contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul the contract without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency" means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee" means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee" means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence" means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**C-2. Buy American Certification.** Except as may be listed with the bid itself, the bidder certifies with the submission of a bid that each end product is a domestic end product (as defined in clause 37 "Buy American Act" in Contract Clauses), and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States. Any exception listed with the bid itself must list both the excluded end products and the country of origin of each.

**C-3. Clean Air and Water.** Submission of a bid without statement of exception shall constitute certification.

(Applicable if the bid or offer exceeds \$100,000 or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413 (C) (1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

(a) Any facility to be utilized in the performance of the proposed contract has not been listed on the Environmental Protection Agency List of Violating Facilities.

(b) The Contracting Officer will be promptly notified, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

(c) Bidder will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

**C-4. Certificate of Independent Price Determination.** Submission of a bid without statement of exception shall constitute certification.

(a) The offeror certifies that-

(1) The prices in the offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices; (ii) the intention to submit an offer; or (iii) the methods or factors used to calculate the prices offered.

(2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in the bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision

(b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**C-5. Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters** (Jan. 1999). By submission of a bid-

(a)(1) The offeror certifies, to the best of its knowledge and belief, that-

(i) The offeror and/or any of its principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under the solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from the solicitation for default.

**C-6. Certification of Nonsegregated Facilities** (Jan. 1999). Submission of a bid without statement of exception shall constitute certification.

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By submission of an offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will-

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods);

### NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**\* SAMPLE BID ENVELOPE \***

To ensure proper processing of all bids, the following information is required on all mailed bid envelopes. Bidders using commercial carrier services shall include the Program/Jacket number and the bid opening time/date on the outermost envelope or wrapper.

Program: 2984-S

From: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Check appropriate:

Bid enclosed

No Bid

U.S. Government Publishing Office  
536 Stone Road, Suite I  
Benicia, CA 94510-1170

Bids will be received  
until **JULY 19, 2018**  
at 11:00 AM prevailing  
San Francisco time.

