

Program No. 0437-S Term November 1, 2012 To October 31, 2013									
Title: Electronic Intelligent Fillable/Printable Forms									
					LAUER AND ASSOC.				
					CROFTON, MD				
ITEM NO.	DESCRIPTION	BASIS OF AWARD	UNIT RATE	COST					
I.	DESIGN AND CONVERSION								
(a)	Per Hour.....	580	125.00	72,500.00					
CONTRACTOR TOTALS				\$72,500.00					
DISCOUNT				0.00%	\$0.00				
DISCOUNTED TOTALS				\$72,500.00					
					AWARDED				

U.S. GOVERNMENT PRINTING OFFICE

Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Electronic Intelligent Fillable/Printable Forms

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

Social Security Administration (SSA)

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning November 1, 2012 and ending October 31, 2013, plus up to four (4) optional 12-month extension periods that may be added in accordance with the "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in SECTION 1 of this contract.

BID OPENING: Bids shall be publicly opened at 11:00 a.m., prevailing Washington, DC time, on October 11, 2012.

BID SUBMISSION: Submit bid in pre-addressed envelope furnished with solicitation, or send to: U.S. Government Printing Office, Bid Section, 36 H Street NW, Room C-161, STOP: PPSB, Washington, DC 20404-0001. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO Bid Section, FAX No. (202) 512-1782. The Program Number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2 as revised June 2002.

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

- Service Contract Act of 1965, as specified herein.
- Employees Rights on Government Contracts (Exhibit A).

THIS IS A NEW CONTRACT. THERE IS NO ABSTRACT AVAILABLE.

For information of a technical nature, call Brian Coleman at (202) 512-0310. (No collect calls.)

SECTION 1. - GENERAL TERMS AND CONDITIONS

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

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

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

SUBCONTRACTING: Subcontracting is NOT allowed.

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

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

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

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from November 1, 2012 to October 31, 2013, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

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

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending 3 months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending July 31, 2012, 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.

SECURITY REQUIREMENTS: Protection of Confidential Information (as applicable):

- (a) The contractor shall restrict access to all confidential information obtained from the Social Security Administration in the performance of this contract to those employees and officials who need it to perform the contract. Employees and officials who need access to confidential information for performance of the contract will be determined at the postaward conference between the Contracting Officer and the responsible contractor representative.
- (b) The contractor shall process all confidential information obtained from SSA in the performance of this contract under the immediate supervision and control of authorized personnel, and in a manner that will protect the confidentiality of the records in such a way that unauthorized persons cannot retrieve any such records.
- (c) The contractor shall inform all personnel with access to the confidential information obtained from SSA in the performance of this contract of the confidential nature of the information and the safeguards required to protect this information from improper disclosure.
- (d) For knowingly disclosing information in violation of the Privacy Act, the contractor and the contractor employees may be subject to the criminal penalties as set forth in 5 U.S.C Section 552a (i) (1), which is made applicable to contractors by 5 U.S.C. 552a (m) (1) to the same extent as employees of the SSA. For knowingly disclosing confidential information as described in section 1106 of the Social Security Act (42 U.S.C. 1306), the contractor and contractor's employees may also be subject to the criminal penalties as set forth in that provision.
- (e) The contractor shall assure that each contractor employee with access to confidential information knows the prescribed rules of conduct, and that each contractor employee is aware that he/she may be subject to criminal penalties for violations of the Privacy Act and/or the Social Security Act.

When the contractor employees are made aware of this information; they will be required to sign the SSA-301, "Contractor Personnel Security Certification" (see Exhibit B).

A copy of this signed certification must be forwarded to: SSA, Printing Management Branch, Attn: Charvonne Hamilton, Room 1360, Annex Building, 6401 Security Boulevard, Baltimore, MD 21235-6401. A copy must also be forwarded to: U.S. Government Printing Office, Attn.: AST 4, STOP: CSAPS, Room C838, 732 North Capitol Street, NW, Washington, DC 20401.

- (f) All confidential information obtained from SSA for use in the performance of this contract shall, at all times, be stored in an area that is physically safe from unauthorized access.
- (g) Performance of this contract may involve access to tax return information as defined in 26 U.S.C. Section 6103(b) of the Internal Revenue Code (IRC). All such information shall be handled as confidential and may not be disclosed without the written permission of SSA.

For willingly disclosing confidential tax return information in violation of the IRC, the contractor and contractor employees may be subject to the criminal penalties set forth in 26 U.S.C. Section 7213.

- (h) The Government reserves the right to conduct on-site visits to review the contractor's documentation and in-house procedures for protection of confidential information.
- (i) If a subcontractor is used for the presorting and/or mailing of the notices of this contract, the subcontractor must conform to all security requirements of the contract.

SECURITY WARNING: In conjunction with the “SECURITY PROCEDURES” specified in SECTION 2, the contractor is responsible for the following, as applicable:

All employees working on this contract must –

- Be familiar with current information on security, privacy and confidentiality as they relate to the requirements of this contract.
- Obtain pre-screening authorization before using sensitive or critical applications pending a final suitability determination as applicable to the specifications.
- Lock or logoff their workstation/terminal prior to leaving it unattended.
- Act in an ethical, informed, and trustworthy manner.
- Protect sensitive electronic records.
- Be alert to threats and vulnerabilities to their systems.

Contractor’s managers working on this contract must –

- Monitor use of mainframes, PCs, LANs, and networked facilities to ensure compliance with national and local policies, as well as the Privacy Act statement.
- Ensure that employee screening for sensitive positions within their department has occurred prior to any individual being authorized access to sensitive or critical applications.
- Implement, maintain, and enforce the security standards and procedures as they appear in this contract and as outlined by the contractor.
- Contact the security officer within 24 hours whenever a systems security violation is discovered or suspected.

PUBLIC TRUST SECURITY REQUIREMENTS: This contract has been designated Public Trust Position Level 1. Due to the sensitive nature of the information contained in the products produced under this contract, contractor employees performing under this contract will be subject to a thorough civil and criminal background check as detailed in the “Security Requirements” (see Exhibit C).

“Performing under this contract” is defined as working on-site at an SSA facility (including visiting the SSA site for any reason) or having access to Government programmatic or sensitive information.

Upon award, the contractor must provide SSA with an applicant listing of all individuals for whom the contractor is requesting a suitability determination (i.e., background investigation). This listing should include the following:

- the contractor’s name
- the contract number
- the contractor’s point of contact (CPOC) name
- the CPOC’s contact information including email address
- each applicant’s full name
- each applicant’s Social Security Number (SSN)
- each applicant’s date of birth
- each applicant’s place of birth (must show city and state if born in the United States (U.S.) OR city and country if born outside of the U.S.)

The contractor should submit the applicant listing upon contract award. The background investigation process will not start until the applicant listing is submitted.

Contractor must submit the applicant listing via fax to: CPSPM Suitability Team (410) 966-0640 or via U.S. Mail to: SSA, CPSPM Suitability Team, Room 1260, Dunleavy Building, 6401 Security Boulevard, Baltimore, MD 21235.

Once SSA receives and reviews the applicant listing, SSA will initiate the Electronic Questionnaire for Investigations Process (eQIP). SSA will email notification to the CPOC that each applicant has been invited into the eQIP website to electronically complete their background investigation form. The CPOC will provide the website to the applicants to complete their eQIP form. The applicant will have up to seven (7) calendar days to complete the eQIP form. The 7-day timeframe begins once SSA notifies the CPOC of the eQIP invitation(s). The applicant must print the signature pages of the form (pages 5 and 6 of SF 85) (see Exhibit D), sign the signature pages, and then provide the signed originals to the CPOC.

The following is a list of forms each contractor employee is responsible to for completing:

- Original signed and dated eQIP signature pages (pages 5 and 6 of SF 85) as specified in the above paragraph.
- Two (2) "Fingerprint Cards" (FD-258, Exhibit E) (NOTE: The contractor will absorb the costs for obtaining fingerprints).
- One (1) "Declaration for Federal Employment" (Optional Form 306, Exhibit F).
- One (1) "Fair Credit Reporting Act Authorization Form" (Exhibit G).
- For a non-U.S. citizens, one (1) legible photocopy of the work authorization permit and social security card.

The CPOC must ensure all paper forms are fully completed and signed prior to submission to SSA.

All forms and fingerprinting cards must be submitted at least 15 workdays prior to the date work is to begin on the contract. For new contract employees hired during the contract term, forms must be submitted at least 15 workdays prior to working under the contract.

The fingerprint cards and all paper forms must be legible or typed in black ink and all signatures must be in black ink. There must be no "breaks" in residences or employment. SSA requires complete addresses, including zip codes and phone numbers. It is the responsibility of the contractor to ensure fingerprint cards are processed through their local police departments or other authorized finger printers. The forms received at SSA must be signed and dated within the past 30 calendar days. SSA will return forms not fully completed back to the contractor. Forms may be obtained by calling SSA Personnel Security Suitability Program Officer (SPO) Leslie Herman at (410) 965-4426.

The CPOC shall submit one (1) cover sheet to SSA containing the names of all of the individuals for whom the contractor is submitting completed paperwork. This cover sheet should include the contract number, each applicant's full name, each applicant's SSN, each applicant's date of birth, and each applicant's place of birth. Submit this cover sheet along with the completed paper forms and two FD-258 fingerprint charts for each applicant to: SSA, CPSPM Suitability Team, Room 1260 Dunleavy Building, 6401 Security Boulevard, Baltimore, MD 21235.

The CPOC must also furnish a copy of the cover sheet only to: SSA, Attn: Charvonne Hamilton, Room 1360, Annex Building, 6401 Security Boulevard, Baltimore, MD 21235. (Telephone: (410) 965- 4159)

SSA will send a pre-screening notification within 15 workdays of receipt of properly completed forms and fingerprinting cards. Once a contractor employee is approved to work via the pre-screen notification, they are permitted to perform work under the contract. A final suitability determination can take up to 45 workdays.

In addition, the contractor shall be required to provide a resume with references for each employee required to work on this contract. **NOTE: The required resumes should be submitted with the contractor's bid.**

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

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.

POSTAWARD CONFERENCE: Unless waived by the Contracting Officer, the total requirements of the job as indicated in these specifications will be reviewed by Government representatives with the contractor's representatives at the Social Security Administration, Baltimore, MD, immediately after award.

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 November 1, 2012 through October 31, 2013, plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

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

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

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

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

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

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

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

SERVICE CONTRACT ACT OF 1965, applies as Amended.

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

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

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

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

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

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

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

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification

by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.
- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
- (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished there under to service employees under this contract shall be subject to adjustment after 1 year and not less than once every 2 years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to Furnish Fringe Benefits. The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with subpart D of 29 CFR Part 4.
- (e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.
- (f) Successor Contracts. If this contract succeeds a contract subject to the Act, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would be entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised determination setting forth the applicable wage rates

and fringe benefits. Such determination shall be made a part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

- (g) Notification to employees. The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determinations attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and Sanitary Working Conditions. The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous, or dangerous to the health or safety of the service employees. The contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- (i) Records. (1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration a record of the following:
 - (i) For each employee subject to the Act-
 - (A) Name and address and social security number,
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily or weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and,
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor contractor's employees which had been furnished to the contractor as prescribed by paragraph (n) of this clause.
- (2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
- (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
- (4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

- (j) Pay Periods. The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of Payment and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor, requests or such sums as an appropriate official of the Department of Labor, requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.
- (l) Subcontracts. The contractor agrees to insert this clause in all subcontracts subject to the Act.
- (m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements of provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiations thereof.
- (n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The Contracting Officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR part 4.
- (p) Contractor's Certification. (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statement is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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

- (t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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

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

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

PRIVACY ACT

- (a) The contractor agrees:
 - (1) to comply with the Privacy Act of 1974 and the rules and regulations issued pursuant to the Act in the design, development, or operation of any system of records on individuals in order to accomplish an agency function when the contract specifically identifies (i) the system or systems of records and (ii) the work to be performed by the contractor in terms of any one or combination of the following: (A) design, (B) development, or (C) operation;
 - (2) to include the solicitation notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation when the statement of work in the proposed subcontract requires the design, development, or operation of a system of records on individuals to accomplish an agency function; and
 - (3) to include this clause, including this paragraph (3), in all subcontracts awarded pursuant to this contract which require the design, development, or operation of such a system of records.
- (b) In the event of violations of the Act, a civil action may be brought against the agency involved where the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency where the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act when the contract is for the operation of a system of records on individuals to accomplish an agency function, the contractor and any employee of the contractor is considered to be an employee of the agency.
- (c) The terms used in this clause have the following meanings:
 - (1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records including the collection, use, and dissemination of records.
 - (2) "Record" means any item, collection or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.

- (3) "System of records" on individuals means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

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

NOTE: The evaluation criteria for determining an employee's financial solvency will be supplied by SSA after award.

BILLING: Upon completion of each order, the contractor shall submit an itemized statement for billing to the ordering agency for examination and certification as to the correctness of the billing. Submit billing to: SSA, Printing Procurement Management Branch, Attn: Charvonne Hamilton, Room 1360, Annex Building, 6401 Security Boulevard, Baltimore, MD 21235-6401.

After agency verification, the billing invoice and a copy of the modification must be submitted to the U.S. Government Printing Office for payment. Submit to: U.S. Government Printing Office, Office of Financial Management, Attn: Comptroller, Stop: FMCE, Washington, DC 20401. (NOTE: GPO offers a Contractor Fax Billing System. Please visit the GPO website for more information.)

SECTION 2. - SPECIFICATIONS

SCOPE: These specifications cover the production of electronic intelligent/fillable forms requiring such operations as designing, revising, and converting furnished forms.

TITLE: Electronic Intelligent Fillable/Printable Forms.

FREQUENCY OF ORDERS: It is impossible to predetermine the number or frequency of orders which will be placed during the term of the contract. However, it is anticipated that approximately 12 to 18 orders will be placed per year.

QUANTITY: One (1) electronic file per form per order. (See "FINAL DELIVERABLE.")

NOTE: Only one form will be ordered on a print order.

NUMBER OF PAGES: Forms will range from approximately 1 to 4 fillable pages. (NOTE: Majority of forms will have an average of three (3) fillable pages.)

TRIM SIZES: The hard copy form size will range from 5-1/2 x 8" up to and including 8-1/2 x 11" (portrait or landscape). These forms must be electronically designed to always print on 8-1/2 x 11" size paper.

GOVERNMENT TO FURNISH: Materials will be furnished and/or made available immediately after award. Furnished materials will include the following –

- Workstation equipped with PC and Monitor
- Email and Internet Access
- Access to FileMaker 11.0, Microsoft Office 2010 Applications, Adobe Acrobat Professional 9
- Access to the SSA Printing Procurement eForms System (PPeS)

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.

The contractor will be responsible for performing all necessary proofreading to ensure that the forms are in conformity with the SSA PPeS, as follows –

- All forms must be in strict compliance with the specifications of SSA's Printing Procurement eForms System.
- The forms must be capable of producing near mirror image print versions of the forms provided for electronic design (having all elements in their proper position).
- It is imperative that the eForms be formatted to include all of the required intelligence and scripting in order to be seamlessly incorporated into SSA's current workflow processes and to easily export/import data from all fillable fields to be saved in the PPeS back-end procurement database.
- Forms must be converted into an electronic intelligent fillable form in strict compliance with the specifications of the SSA PPeS Form Design Standards (Exhibit H).
- The contractor will be responsible for ensuring that the forms are Section 508 compliant. SSA will provide directions on what is required and will answer questions in unique situations.
- The files must be easily stored, accessible, and searchable in PPeS.

SECURITY PROCEDURES: All work must be performed on-site at the Social Security Administration, Baltimore, MD.

All forms will be created using SSA's Printing Procurement eForms System. Contractor will work closely with SSA IT personnel who will test the forms created.

Unless otherwise specified, the hours of operation for the contractor to work are 8:00 a.m. to 4:30 p.m., Eastern Time, Monday through Friday, excluding Federal Holidays and unexpected closures (e.g., weather).

Contractor must keep deliverables secure within the designated workspace at all times.

FINAL DELIVERABLE: For each order placed, the contractor must provide one (1) file for each form ordered consisting of an electronic FileMaker (11.0 or later) intelligent/fillable form that looks like the printed version of the form. Each file must have the ability to be saved and printed to a PDF file.

Forms will be created and built in SSA's Printing Procurement eForms System.

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

Print order will be faxed to the contractor. Furnished materials will be made available to the contractor at the SSA, Baltimore, MD.

No definite schedule for availability of material can be predetermined. However, it is anticipated that the first order will be placed in November.

Contractor must complete all work as specified on the print order and make the final deliverable available in accordance with the schedule specified on the individual print order. NOTE: Each print order may require a different schedule.

The ship/deliver date indicated on the print order is the date the final deliverable must be completed and made available to the ordering agency.

Upon completion of each order, the contractor is to notify the U.S. Government Printing Office of the date of shipment or delivery. Call (202) 512-0516 or 0520; callers outside the Washington, DC area may call toll free 1-800-424-9470 or 9471.

STATUS REPORTS: On a weekly basis, the contractor shall deliver a status report to the SSA, as specified on the individual print order. The report shall be submitted via email by close of business each Friday.

The status report must include, but is not limited to, the following:

- Number of hours required to complete the work as specified on the print order.
- What work has been completed thus far.
- What remaining work is left to be completed.
- Number of hours worked thus far.
- Number of hours still remaining to complete the print order.
- Any pertinent information that may have an impact on the timely completion of the print order.

SECTION 3. - DETERMINATION OF AWARD

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

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

I. 580

SECTION 4. - SCHEDULE OF PRICES

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

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

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

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

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

I. DESIGN AND CONVERSION: Prices offered shall include the cost of all required materials and operations necessary for the complete production and distribution of the product listed in accordance with these specifications.

Per Hour\$ _____

NOTE: The minimum charge for Line Item I. shall be one (1) hour. In case of dispute, the Contracting Officer reserves the right to be the final judge as to the operations and/or number of hours chargeable under Line Item I.

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

Bidder _____

(City - State)

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

(Person to be contacted)

(Telephone Number)

**EMPLOYEE RIGHTS
ON GOVERNMENT CONTRACTS**

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

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

- MINIMUM WAGES:** Your rate must be no less than the Federal minimum wage established by the Fair Labor Standards Act (FLSA).
- A higher rate may be required for SCA contracts if a wage determination applies. Such wage determination will be posted as an attachment to this Notice.
- FRINGE BENEFITS:** SCA wage determinations may require fringe benefit payments (or a cash equivalent). PCA contracts do not require fringe benefits.
- OVERTIME PAY:** You must be paid 1.5 times your basic rate of pay for all hours worked over 40 in a week. There are some exceptions.
- CHILD LABOR:** No person under 16 years of age may be employed on a PCA contract.
- SAFETY & HEALTH:** Work must be performed under conditions that are sanitary, and not hazardous or dangerous to employees' health and safety.
- UNION DUES:** Executive Order (E.O.) 13201 requires certain Government contractors to notify employee of rights related to union dues.
- COMPLAINTS:** Specific DOL agencies are responsible for the administration of these laws. To file a complaint or obtain information for:
- SCA or PCA Contact the Wage and Hour Division by calling its toll-free help line at 1-866-4-USWAGE (1-866-487-9243), or visit its Web site at www.wagehour.dol.gov.
- SAFETY & HEALTH Contact the Occupational Safety and Health Administration (OSHA) by calling 1-800-321-OSHA (1-800-321-6742), or visit its Web site at www.osha.gov.
- UNION DUES Contact either the Office of Labor-Management Standards (OLMS) or Office of Federal Contract Compliance Programs (OFCCP), by calling 1-866-4-USA-DOL or OLMS' Website at www.olms.dol.gov.

For additional information:

1-866-4-USWAGE

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

WWW.WAGEHOUR.DOL.GOV

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

WHD Publication 1313 (Revised April 2009)

U.S. Department of Labor

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

Walsh-Healey Public Contracts Act

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

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

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

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

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

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

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

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

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

Service Contract Act

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B
CONTRACTOR PERSONNEL SECURITY CERTIFICATION

Purpose: This form is used for contractor personnel to certify that they understand SSA's security and confidentiality requirements.

I understand the SSA security and confidentiality requirements and agree that:

1. I will follow all SSA rules of conduct and security policy/privacy rules/regulations.
2. I agree not to construct and maintain, for a period of time longer than required by the contract, any file containing SSA data unless explicitly agreed to by SSA in writing as part of the task documentation.
3. I agree to safeguard SSA information, whether electronic or hardcopy, in secured and locked containers during transportation.
4. I will use all computer software according to Federal copyright laws and licensing agreements.
5. I agree to keep confidential any third-party proprietary information which may be entrusted to me as part of the contract.
6. I will comply with systems security requirements contained in the SSA Systems Security Handbook.
7. I will not release or disclose any information subject to the Privacy Act of 1974, the Tax Return Act of 1976, SSA Regulation 1 and section 1106 of the Social Security Act to any unauthorized person.
8. I understand that disclosure of any information to parties not authorized by SSA may lead to criminal prosecution under Federal law.

Contractor	Date
Contractor Employee	Date
Contractor Employee	Date
Contractor Employee	Date
Contractor Employee	Date

EXHIBIT B
CONTRACTOR PERSONNEL SECURITY CERTIFICATION

----- Contractor Employee	----- Date
----- Contractor Employee	----- Date
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EXHIBIT B
CONTRACTOR PERSONNEL SECURITY CERTIFICATION

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EXHIBIT C SECURITY REQUIREMENTS

Purpose: To provide procedures for obtaining suitability determinations for contractor personnel who will be performing under the contract.

Definition: “*Performing under the contract*” is defined as either working on-site at an SSA facility (including visiting the SSA site for any reason) or having access to agency programmatic or sensitive information.

Suitability Factors: Suitability considerations include:

- Delinquency or misconduct in prior employment.
- Criminal, dishonest, infamous, or notoriously disgraceful conduct.
- The nature and seriousness of the conduct.
- When the conduct occurred.
- The applicant’s or employee’s age at the time of the conduct.
- The circumstances surrounding the conduct.
- Intentional false statement, deception, or fraud on application forms.
- Habitual use of intoxicating beverages to excess.
- Abuse of narcotics, drugs, or other controlled substances.
- Reasonable doubt as to the loyalty of the individual to the Government of the United States.
- The kind of position for which the person is applying or in which the person is employed.
- Contributing social and environmental conditions.
- The absence or presence of rehabilitation or efforts towards rehabilitation.

Authorities:

Personnel security requirements for programmatic and sensitive information are mandated by Executive Orders 10450 and 12968, and Title 5, Code of Federal Regulations (CFR), Parts 731, 732, and 736.

Protective security requirements mandated by the General Services Administration (GSA).

EXHIBIT C
SECURITY REQUIREMENTS

Required Forms:

Two (2) completed forms FD-258, "Fingerprint Charts*," (The contractor will absorb the costs for obtaining fingerprints.)

One (1) completed SF-85P, "Questionnaire for Public Trust Positions,"

One (1) completed Optional Form 306, "Declaration for Federal Employment,"
Note: For Federal and Federal Contract Employment

One (1) completed "Fair Credit Reporting Act (FCRA) authorization form**," and

For a non-U.S. citizen, one (1) legible photocopy of the work authorization permit and Social Security card.

* Preprinted with MD 900310Z, SOC SEC ADMIN, PROT SEC BR, BALTIMORE, MD on the form.

** The FCRA, as amended on September 30, 1997, requires that the Government notify each applicant, employee, and contractor (in a document consisting solely of the notice) that a consumer report may be used for employment purposes. The applicant, employee, or contractor must authorize this use in writing before the Government obtains the consumer report. The FCRA also requires that, before taking adverse action relative to an employment decision based on a consumer report, the agency provide the consumer with a copy of the report, and a copy of the Federal Trade Commission's Consumer Rights Notice. To comply with these requirements, SSA requires that the contractor submit each applicant's or employee's signed FCRA authorization form along with the other investigative documents.

Obtaining Forms: The contracting officer will include a set of the forms with the signed contract.

The contractor may contact the Social Security Administration (SSA) Personnel Security Suitability Program Officer (SPO) on (410) 965-4548 for additional forms.

Forms Completion: The contractor must make sure that all forms are fully completed. This includes making sure that the fingerprint charts are printed legibly or typed in black ink and all signatures are in black ink.

Forms Submission: The contractor must submit the completed forms for each employee and replacement employee (including each subcontractor employee) who will be performing under the contract to the Personnel Security SPO. The Government will not permit contractor personnel to perform under the contract until the prescreening process is complete. See prescreening below.

Cover Letter:

The contractor must provide a cover letter listing:

The names of employees for whom completed forms are submitted;

The contract number; and

The contractor's contact name and telephone number.

EXHIBIT C SECURITY REQUIREMENTS

Notes: (1) The prescreening process may take up to fifteen (15) days. (2) If contractor personnel will require access to an SSA facility, the contractor should contact the SSA project officer to obtain a copy of the access procedures. Also note that some facilities require access forms to be completed and approved after prescreening is completed but before access. The access process may take as many as seven (7) days (five (5) working days) at a Headquarter's facility. For access to a regional or field facility, contact the SSA project officer to determine how much time may be needed.

The Personnel Security SPO's address is:

Social Security Administration
OPE Security and Suitability Staff
Room 1260 Dunleavy
6401 Security Boulevard
Baltimore, Maryland 21235

Phone: (410) 965-4548

Note: The SSA Project Officer (PO) needs to know for whom and when the completed forms are submitted. To accomplish this, when submitting the forms for processing, the contractor must send a copy of the cover letter or e-mail this information to the PO.

Waiver:

For contractor employees performing services on-site at an SSA facility up to one (1) day *and* where access to programmatic or sensitive information is not required, the contractor may request that the Personnel Security SPO waive submission of the FD-258s and the Credit Authorization form.

If the SPO authorizes a waiver, it will apply only to the one (1) day for which the contractor requested it.

If an individual subsequently performs or is expected to perform additional work, the SPO will not approve another waiver. The contractor must therefore submit the FD-258s and Credit Authorization form.

Prescreening:

The Personnel Security SPO will use the information from the completed forms as part of the basis for making a prescreening determination. The Personnel Security SPO will notify the contractor whether a prospective employee may or may not perform under the contract pending a final suitability determination. Concurrently, the Personnel Security SPO will send a copy of the notification to the contracting officer and project officer.

Timeframe for Prescreening

The contractor should anticipate that the Personnel Security SPO will issue the notification within fifteen (15) days after receipt of the properly completed forms.

Final Suitability Determination

The Personnel Security SPO makes the final suitability determination for each contractor employee.

EXHIBIT C SECURITY REQUIREMENTS

Note: The contractor may expect a final suitability determination to be received approximately 45 days after submittal of the completed forms.

Unsuitable Employees:

If the Government determines that a contractor employee or applicant is unsuitable, the Personnel Security SPO will advise the contractor in writing that such employee may not continue to perform or begin performing under the contract. Concurrently, the Personnel Security SPO will send a copy of the notification to the CO and PO.

When the contractor receives the notification, the contractor must *immediately* remove the employee from performing under the contract. The contractor must confirm, in writing to the SPO, the date of the employee's removal.

Concurrently, the SPO will advise the PO and CO that he has notified the contractor that the proposed contractor personnel have been determined unsuitable/unfit to perform on the contract and must be replaced. The letter will also request that a replacement(s) be named and the appropriate security forms completed as quickly as possible in order that contract performance will not be adversely impacted. The SPO's letter will also advise the contractor to contact the CO if there are any contract performance problems related to the removal.

Neither the denial resulting from the prescreening nor the removal of an individual determined unsuitable gives rise to an equitable adjustment under the contract.

Contractor Notification to Government:

In the event that contractor personnel performing on this contract either leave the company or are removed from the project, or are arrested or charged with a crime during the term of this contract, the contractor shall notify the Personnel Security SPO immediately. In the notification, the contractor must provide the contractor personnel name(s), SSN, the type of charge(s), the court date, and, if available, the disposition of the charge(s).

Government Control:

The Government has full control over granting, denying, or withholding access to SSA facilities and for requiring the contractor to remove personnel from performing under the contract.

Following a successful prescreening, the Government will usually permit contractor personnel to work on the contract pending a final suitability determination.

Permitting a contractor employee to work does not assure that a favorable final suitability determination will follow. This permission to work or issuance of a favorable final suitability determination does not prevent, preclude, or bar the Government from withdrawing or terminating any such permission or suitability determination.

EXHIBIT D

QUESTIONNAIRE FOR NON-SENSITIVE POSITIONS

Page 1 of 8

Standard Form 85
Revised September 1995
U.S. Office of Personnel Management
5 CFR Parts 731 and 736

Form approved:
OMB No. 3206-0005
NSN 7540-00-634-4035
85-111

Questionnaire for Non-Sensitive Positions

Follow instructions fully or we cannot process your form. Be sure to sign and date the certification statement on Page 5 and the release on Page 6. If you have any questions, call the office that gave you the form.

Purpose of this Form

The U.S. Government conducts background investigations to establish that applicants or incumbents either employed by the Government or working for the Government under contract, are suitable for the job. Information from this form is used primarily as the basis for this investigation. Complete this form only after a conditional offer of employment has been made.

Giving us the information we ask for is voluntary. However, we may not be able to complete your investigation, or complete it in a timely manner, if you don't give us each item of information we request. This may affect your placement or employment prospects.

Authority to Request this Information

The U.S. Government is authorized to ask for this information under Executive Order 10577, sections 3301 and 3302 of title 5, U.S. Code; and parts 5, 731, and 736 of Title 5, Code of Federal Regulations.

Your Social Security Number is needed to keep records accurate, because other people may have the same name and birth date. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

The Investigative Process

Background investigations are conducted using your responses on this form and on your Declaration for Federal Employment (OF 306) to develop information to show whether you are reliable, trustworthy, and of good conduct and character. Your current employer must be contacted as part of the investigation, even if you have previously indicated on applications or other forms that you do not want this.

Instructions for Completing this Form

1. Follow the instructions given to you by the person who gave you the form and any other clarifying instructions furnished by that person to assist you in completion of the form. Find out how many copies of the form you are to turn in. You must sign and date, in black ink, the original and each copy you submit.

2. Type or legibly print your answers in black ink (if your form is not legible, it will not be accepted). You may also be asked to submit your form in an approved electronic format.

3. All questions on this form must be answered. If no response is necessary or applicable, indicate this on the form (for example, enter "None" or "N/A"). If you find that you cannot report an exact date, approximate or estimate the date to the best of your ability and indicate this by marking "APPROX." or "EST."

4. Any changes that you make to this form after you sign it must be initialed and dated by you. Under certain limited circumstances, agencies may modify the form consistent with your intent.

5. You must use the State codes (abbreviations) listed on the back of this page when you fill out this form. Do not abbreviate the names of cities or foreign countries.

6. The 5-digit postal ZIP codes are needed to speed the processing of your investigation. The office that provided the form will assist you in completing the ZIP codes.

7. All telephone numbers must include area codes.

8. All dates provided on this form must be in Month/Day/Year or Month/Year format. Use numbers (1-12) to indicate months. For example, June 10, 1978, should be shown as 6/10/78.

9. Whenever "City (Country)" is shown in an address block, also provide in that block the name of the country when the address is outside the United States.

10. If you need additional space to list your residences or employments/self-employments/unemployment or education, you should use a continuation sheet, SF 86A. If additional space is needed to answer other items, use a blank piece of paper. Each blank piece of paper you use must contain **your name and Social Security Number at the top of the page.**

EXHIBIT D QUESTIONNAIRE FOR NON-SENSITIVE POSITIONS

Final Determination on Your Eligibility

Final determination on your eligibility for a position is the responsibility of the Office of Personnel Management or the Federal agency that requested your investigation. You may be provided the opportunity personally to explain, refute, or clarify any information before a final decision is made.

Penalties for Inaccurate or False Statements

The U.S. Criminal Code (title 18, section 1001) provides that knowingly falsifying or concealing a material fact is a felony which may result in fines of up to \$10,000, and/or 5 years imprisonment, or both. In addition, Federal agencies generally fire, or disqualify individuals who have materially and deliberately falsified these forms, and this remains a part of the permanent record for future placements. Your trustworthiness is a very important consideration in deciding your suitability. Your prospects of placement are better if you answer

all questions truthfully and completely. You will have adequate opportunity to explain any information you give us on the form and to make your comments part of the record.

Disclosure of Information

The information you give us is for the purpose of determining your suitability for Federal employment; we will protect it from unauthorized disclosure. The collection, maintenance, and disclosure of background investigative information is governed by the Privacy Act. The agency which requested the investigation and the agency which conducted the investigation have published notices in the Federal Register describing the systems of records in which your records will be maintained. You may obtain copies of the relevant notices from the person who gave you this form. The information on this form, and information we collect during an investigation may be disclosed without your consent as permitted by the Privacy Act (5 USC 552a(b)) and as follows:

PRIVACY ACT ROUTINE USES

1. To the Department of Justice when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee; or (d) the United States Government, is a party to litigation or has interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records by the Department of Justice is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.
2. To a court or adjudicative body in a proceeding when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee; or (d) the United States Government is a party to litigation or has interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.
3. Except as noted in Question 14, when a record on its face, or in conjunction with other records, indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and whether arising by general statute, particular program statute, regulation, rule, or order issued pursuant thereto, the relevant records may be disclosed to the appropriate Federal, foreign, State, local, tribal, or other public authority responsible for enforcing, investigating or prosecuting such violation or charged with enforcing or implementing the statute, rule, regulation, or order.
4. To any source or potential source from which information is requested in the course of an investigation concerning the hiring or retention of an employee or other personnel action, or the issuing or retention of a security clearance, contract, grant, license, or other benefit, to the extent necessary to identify the individual, inform the source of the nature and purpose of the investigation, and to identify the type of information requested.
5. To a Federal, State, local, foreign, tribal, or other public authority the fact that this system of records contains information relevant to the retention of an employee, or the retention of a security clearance, contract, license, grant, or other benefit. The other agency or licensing organization may then make a request supported by written consent of the individual for the entire record if it so chooses. No disclosure will be made unless the information has been determined to be sufficiently reliable to support a referral to another office within the agency or to another Federal agency for criminal, civil, administrative, personnel, or regulatory action.
6. To contractors, grantees, experts, consultants, or volunteers when necessary to perform a function or service related to this record for which they have been engaged. Such recipients shall be required to comply with the Privacy Act of 1974, as amended.
7. To the news media or the general public, factual information the disclosure of which would be in the public interest and which would not constitute an unwarranted invasion of personal privacy.
8. To a Federal, State, or local agency, or other appropriate entities or individuals, or through established liaison channels to selected foreign governments, in order to enable an intelligence agency to carry out its responsibilities under the National Security Act of 1947 as amended, the CIA Act of 1949 as amended, Executive Order 12333 or any successor order, applicable national security directives, or classified implementing procedures approved by the Attorney General and promulgated pursuant to such statutes, orders or directives.
9. To a Member of Congress or to a Congressional staff member in response to an inquiry of the Congressional office made at the written request of the constituent about whom the record is maintained.
10. To the National Archives and Records Administration for records management inspections conducted under 44 USC 2904 and 2906.
11. To the Office of Management and Budget when necessary to the review of private relief legislation.

STATE CODES (ABBREVIATIONS)

Alabama	AL	Hawaii	HI	Massachusetts	MA	New Mexico	NM	South Dakota	SD
Alaska	AK	Idaho	ID	Michigan	MI	New York	NY	Tennessee	TN
Arizona	AZ	Illinois	IL	Minnesota	MN	North Carolina	NC	Texas	TX
Arkansas	AR	Indiana	IN	Mississippi	MS	North Dakota	ND	Utah	UT
California	CA	Iowa	IA	Missouri	MO	Ohio	OH	Vermont	VT
Colorado	CO	Kansas	KS	Montana	MT	Oklahoma	OK	Virginia	VA
Connecticut	CT	Kentucky	KY	Nebraska	NE	Oregon	OR	Washington	WA
Delaware	DE	Louisiana	LA	Nevada	NV	Pennsylvania	PA	West Virginia	WV
Florida	FL	Maine	ME	New Hampshire	NH	Rhode Island	RI	Wisconsin	WI
Georgia	GA	Maryland	MD	New Jersey	NJ	South Carolina	SC	Wyoming	WY
American Samoa	AS	District of Columbia	DC	Guam	GU	Northern Marianas	CM	Puerto Rico	PR
Trust Territory	TT	Virgin Islands	VI						

PUBLIC BURDEN INFORMATION

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Reports and Forms Management Officer, U.S. Office of Personnel Management, 1900 E Street, N.W., Room CHP-500, Washington, D.C. 20415. Do not send your completed form to this address.

EXHIBIT D QUESTIONNAIRE FOR NON-SENSITIVE POSITIONS

Standard Form 85 (EG)
Revised September 1995
U.S. Office of Personnel Management
5 CFR Parts 731 and 736

QUESTIONNAIRE FOR NON-SENSITIVE POSITIONS

Form approved:
OMB No. 3206-0005
NSN 7540-00-634-4035
85-111

OPM USE ONLY	Codes	Case Number
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Agency Use Only (Complete items A through K using instructions provided by USOPM)

A Type of Investigation	B Extra Coverage	C Nature of Action Code	D Date of Action	Month	Day	Year
E Geographic Location	F Position Title		G SON	H SOI		
I OPAC-ALC Number	J Accounting Data and/or Agency Case Number					
K Requesting Official	Name and Title	Signature	Telephone Number	Date		

Persons completing this form should begin with the questions below.

1 FULL NAME • If you have only initials in your name, use them and state (IO). • If you have no middle name, enter "NMN". - If you are a "Jr.," "Sr.," "II," etc., enter this in the box after your middle name.	2 DATE OF BIRTH					
Last Name	First Name	Middle Name	Jr., II, etc.	Month	Day	Year

3 PLACE OF BIRTH - Use the two letter code for the State. City	County	State	Country (if not in the United States)	4 SOCIAL SECURITY
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5 OTHER NAMES USED
Give other names you used and the period of time you used them (for example: your maiden name, name(s) by a former marriage, former name(s), alias(es), or nickname(s)). If the other name is your maiden name, put "nee" in front of it.

Name	Month/Year	To	Month/Year	Name	Month/Year	To	Month/Year
#1				#3			
Name	Month/Year	To	Month/Year	Name	Month/Year	To	Month/Year
#2				#4			

6 SEX (Mark one box)
Female Male

7 CITIZENSHIP a Mark the box at the right that reflects your current citizenship status, and follow its instructions.	<input type="checkbox"/> I am a U.S. citizen or national by birth in the U.S. or U.S. territory/possession. (Answer items b and d) <input type="checkbox"/> I am a U.S. citizen, but I was NOT born in the U.S. (Answer items b, c and d) <input type="checkbox"/> I am not a U.S. citizen. (Answer items b and e)
b Your Mother's Maiden Name	

c UNITED STATES CITIZENSHIP If you are a U.S. citizen, but were not born in the U.S., provide information about one or more of the following proofs of your citizenship.

Naturalization Certificate (Where were you naturalized?)

Court	City	State	Certificate Number	Month/Day/Year Issued
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Citizenship Certificate (Where was the certificate issued?)

City	State	Certificate Number	Month/Day/Year Issued
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State Department Form 240 - Report of Birth Abroad of a Citizen of the United States

Give the date the form was prepared and give an explanation if needed	Month/Day/Year	Explanation
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U.S. Passport

This may be either a current or previous U.S. Passport.	Passport Number	Month/Day/Year Issued
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d DUAL CITIZENSHIP If you are (or were) a dual citizen of the United States and another country, provide the name of that country in the space to the right.

	Country
--	---------

e ALIEN If you are an alien, provide the following information:

Place You Entered the United States:	City	State	Date You Entered U.S.	Month	Day	Year	Alien Registration Number	Country(ies) of Citizenship
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EXHIBIT D QUESTIONNAIRE FOR NON-SENSITIVE POSITIONS

8 WHERE YOU HAVE LIVED

List the places where you have lived, beginning with the most recent (#1) and working back 5 years. All periods must be accounted for in your list. Be sure to indicate the actual physical location of your residence: do not use a post office box as an address, do not list a permanent address when you were actually living at a school address, etc. Be sure to specify your location as closely as possible: for example, do not list only your base or ship, list your barracks number or home port. You may omit temporary military duty locations under 90 days (list your permanent address instead), and you should use your APO/FPO address if you lived overseas.

For any address in the last 3 years, list a person who knew you at that address, and who preferably still lives in that area (do not list people for residences completely outside this 3-year period, and do not list your spouse, former spouses, or other relatives).

#1	Month/Year To	Month/Year Present	Street Address	Apt. #	City (Country)	State	ZIP Code
			Name of Person Who Knows You	Apt. #	City (Country)	State	ZIP Code
#2	Month/Year To	Month/Year	Street Address	Apt. #	City (Country)	State	ZIP Code
			Name of Person Who Knew You	Apt. #	City (Country)	State	ZIP Code
#3	Month/Year To	Month/Year	Street Address	Apt. #	City (Country)	State	ZIP Code
			Name of Person Who Knew You	Apt. #	City (Country)	State	ZIP Code
#4	Month/Year To	Month/Year	Street Address	Apt. #	City (Country)	State	ZIP Code
			Name of Person Who Knew You	Apt. #	City (Country)	State	ZIP Code
#5	Month/Year To	Month/Year	Street Address	Apt. #	City (Country)	State	ZIP Code
			Name of Person Who Knew You	Apt. #	City (Country)	State	ZIP Code

9 WHERE YOU WENT TO SCHOOL

List the schools you have attended, beyond Junior High School, beginning with the most recent (#1) and working back 5 years. List all College or University degrees and the dates they were received. If all of your education occurred more than 5 years ago, list your most recent education beyond high school, no matter when that education occurred.

- Use one of the following codes in the "Code" block:

1 - High School

2 - College/University/Military College

3 - Vocational/Technical/Trade School

- For correspondence schools and extension classes, provide the address where the records are maintained.

#1	Month/Year To	Month/Year	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
			Street Address and City (Country) of School			State ZIP Code
#2	Month/Year To	Month/Year	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
			Street Address and City (Country) of School			State ZIP Code
#3	Month/Year To	Month/Year	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
			Street Address and City (Country) of School			State ZIP Code

Enter your Social Security Number before going to the next page →

EXHIBIT D QUESTIONNAIRE FOR NON-SENSITIVE POSITIONS

10 YOUR EMPLOYMENT ACTIVITIES

List your employment activities, beginning with the present (#1) and working back 5 years. You should list all full-time work, part-time work, military service, temporary military duty locations over 90 days, self-employment, other paid work, and all periods of unemployment. The entire 5-year period must be accounted for without breaks, but you need not list employments before your 16th birthday.

- **Code.** Use one of the codes listed below to identify the type of employment:

1 - Active military duty stations	5 - State Government (Non-Federal employment)	7 - Unemployment (Include name of person who can verify)
2 - National Guard/Reserve	6 - Self-employment (Include business name and/or name of person who can verify)	8 - Federal Contractor (List Contractor, not Federal agency)
3 - U.S.P.H.S. Commissioned Corps		9 - Other
4 - Other Federal employment		

- **Employer/Verifier Name.** List the business name of your employer or the name of the person who can verify your self-employment or unemployment in this block. If military service is being listed, include your duty location or home port here as well as your branch of service. You should provide separate listings to reflect changes in your military duty locations or home ports.

- **Previous Periods of Activity.** Complete these lines if you worked for an employer on more than one occasion at the same location. After entering the most recent period of employment in the initial numbered block, provide previous periods of employment at the same location on the additional lines provided. For example, if you worked at XY Plumbing in Denver, CO, during 3 separate periods of time, you would enter dates and information concerning the most recent period of employment first, and provide dates, position titles, and supervisors for the two previous periods of employment on the lines below that information.

#1	Month/Year To	Month/Year Present	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()

PREVIOUS PERIODS OF ACTIVITY (Block #1)	Month/Year	Month/Year	Position Title	Supervisor
	To			
	Month/Year	Month/Year	Position Title	Supervisor
	To			

#2	Month/Year To	Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()

PREVIOUS PERIODS OF ACTIVITY (Block #2)	Month/Year	Month/Year	Position Title	Supervisor
	To			
	Month/Year	Month/Year	Position Title	Supervisor
	To			

#3	Month/Year To	Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()

PREVIOUS PERIODS OF ACTIVITY (Block #3)	Month/Year	Month/Year	Position Title	Supervisor
	To			
	Month/Year	Month/Year	Position Title	Supervisor
	To			

Enter your Social Security Number before going to the next page →

EXHIBIT D QUESTIONNAIRE FOR NON-SENSITIVE POSITIONS

YOUR EMPLOYMENT ACTIVITIES (CONTINUED)

#4	Month/Year To	Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #4)	Month/Year To	Month/Year	Position Title		Supervisor		
	Month/Year To	Month/Year	Position Title		Supervisor		
	Month/Year To	Month/Year	Position Title		Supervisor		
#5	Month/Year To	Month/Year	Code	Employer/Verifier Name/Military Duty Location		Your Position Title/Military Rank	
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #5)	Month/Year To	Month/Year	Position Title		Supervisor		
	Month/Year To	Month/Year	Position Title		Supervisor		
	Month/Year To	Month/Year	Position Title		Supervisor		
#6	Month/Year To	Month/Year	Code	Employer/Verifier Name/Military Duty Location		Your Position Title/Military Rank	
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #6)	Month/Year To	Month/Year	Position Title		Supervisor		
	Month/Year To	Month/Year	Position Title		Supervisor		
	Month/Year To	Month/Year	Position Title		Supervisor		

11 PEOPLE WHO KNOW YOU WELL

List three people who know you well and live in the United States. They should be good friends, peers, colleagues, college roommates, etc., whose combined association with you covers as well as possible the last 5 years. Do not list your spouse, former spouses, or other relatives, and try not to list anyone who is listed elsewhere on this form.

Name #1	Dates Known Month/Year To Month/Year	Telephone Number Day () Night ()	
Home or Work Address		City (Country)	State ZIP Code
Name #2	Dates Known Month/Year To Month/Year	Telephone Number Day () Night ()	
Home or Work Address		City (Country)	State ZIP Code
Name #3	Dates Known Month/Year To Month/Year	Telephone Number Day () Night ()	
Home or Work Address		City (Country)	State ZIP Code

Enter your Social Security Number before going to the next page →

EXHIBIT D QUESTIONNAIRE FOR NON-SENSITIVE POSITIONS

12 YOUR SELECTIVE SERVICE RECORD	Yes	No
a Are you a male born after December 31, 1959? If "No," go to 13. If "Yes," go to b.		
b Have you registered with the Selective Service System? If "Yes," provide your registration number. If "No," show the reason for your legal exemption below.		
Registration Number _____	Legal Exemption Explanation _____	

13 YOUR MILITARY HISTORY	Yes	No
a Have you served in the United States military?		
b Have you served in the United States Merchant Marine?		

List all of your military service below, including service in Reserve, National Guard, and U.S. Merchant Marine. Start with the most recent period of service (#1) and work backward. If you had a break in service, each separate period should be listed.

Code. Use one of the codes listed below to identify your branch of service:

- 1 - Air Force 2 - Army 3 - Navy 4 - Marine Corps 5 - Coast Guard 6 - Merchant Marine 7 - National Guard

O/E. Mark "O" block for Officer or "E" block for Enlisted.

Status. "X" the appropriate block for the status of your service during the time that you served. If your service was in the National Guard, do not use an "X"; use the two-letter code for the state to mark the block.

Country. If your service was with other than the U.S. Armed Forces, identify the country for which you served.

Month/Year	Month/Year	Code	Service/Certificate #	O	E	Status				Country
						Active	Active Reserve	Inactive Reserve	National Guard (State)	
To										
To										

14 ILLEGAL DRUGS	Yes	No
<p>In the last year, have you used, possessed, supplied, or manufactured illegal drugs? When used without a prescription, illegal drugs include marijuana, cocaine, hashish, narcotics (opium, morphine, codeine, heroin, etc.), stimulants (cocaine, amphetamines, etc.), depressants (barbiturates, methaqualone, tranquilizers, etc.), hallucinogenics (LSD, PCP, etc.). (NOTE: Neither your truthful response nor information derived from your response will be used as evidence against you in any subsequent criminal proceeding.)</p>		

If you answered "Yes," provide information relating to the types of substance(s), the nature of the activity, and any other details relating to your involvement with illegal drugs. Include any treatment or counseling received.

Month/Year	Month/Year	Type of Substance	Explanation
To			
To			
To			

Continuation Space

Use the continuation sheet(s) (SF86A) for additional answers to items 8, 9, and 10. Use the space below to continue answers to all other items and any information you would like to add. If more space is needed than is provided below, use a blank sheet(s) of paper. Start each sheet with your name and Social Security number. Before each answer, identify the number of the item.

After completing this form you should review your answers to all questions to make sure the form is complete and accurate, and then sign and date the following certification and sign and date the release on Page 6.

Certification That My Answers Are True

My statements on this form, and any attachments to it, are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that a knowing and willful false statement on this form can be punished by fine or imprisonment or both. (See section 1001 of title 18, United States Code).

Signature (<i>Sign in ink</i>) _____	Date _____
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Enter your Social Security Number before going to the next page ➔

EXHIBIT D
QUESTIONNAIRE FOR NON-SENSITIVE POSITIONS

Standard Form 85
Revised September 1995
U.S. Office of Personnel Management
5 CFR Parts 731 and 736

Form approved:
OMB No. 3206-0005
NSN 7540-00-634-4035
85-111

UNITED STATES OF AMERICA
AUTHORIZATION FOR RELEASE OF INFORMATION

Carefully read this authorization to release information about you, then sign and date it in black ink.

I Authorize any investigator, special agent, or other duly accredited representative of the authorized Federal agency conducting my background investigation, to obtain any information relating to my activities from schools, residential management agents, employers, criminal justice agencies, retail business establishments, or other sources of information. This information may include, but is not limited to, my academic, residential, achievement, performance, attendance, disciplinary, employment history, and criminal history record information.

I Understand that, for some sources of information, a separate specific release will be needed, and I may be contacted for such a release at a later date.

I Authorize custodians of records and sources of information pertaining to me to release such information upon request of the investigator, special agent, or other duly accredited representative of any Federal agency authorized above regardless of any previous agreement to the contrary.

I Understand that the information released by records custodians and sources of information is for official use by the Federal Government only for the purposes provided in this Standard Form 85, and may be redisclosed by the Government only as authorized by law.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for two (2) years from the date signed.

Signature <i>(Sign in ink)</i>	Full Name <i>(Type or Print Legibly)</i>	Date Signed
Other Names Used		Social Security Number
Current Address <i>(Street, City)</i>	State	ZIP Code
		Home Telephone Number <i>(Include Area Code)</i> ()

Print Form

Save Form

Clear Form

EXHIBIT E FINGERPRINT CARD

APPLICANT	LEAVE BLANK	TYPE OR PRINT ALL INFORMATION IN BLACK					[E]	LEAVE BLANK
		LAST NAME	FIRST NAME	MIDDLE NAME				
SIGNATURE OF PERSON FINGERPRINTED	ALIASES	O R I						
RESIDENCE OF PERSON FINGERPRINTED	CITIZENSHIP	SEX	HAIR	EYES	SCAR	DATE OF BIRTH	DOB	
AT	SIGNATURE OF OFFICIAL TAKING FINGERPRINTS	FOUR NO.	OCA				PLACE OF BIRTH	
UNIT AND ADDRESS	FBI NO.	LEAVE BLANK						
	ARMED FORCE NO.	CLASS						
	SOCIAL SECURITY NO.	REV.						
	MISCELLANEOUS NO.							
SAMPLE								
LEFT FOUR FINGERS TAKEN SIMULTANEOUSLY		L THUMB	R THUMB	RIGHT FOUR FINGERS TAKEN SIMULTANEOUSLY				

Declaration for Federal Employment

Form Approved
OMB No. 3206-0182

Instructions

The information collected on this form is used to determine your acceptability for Federal and Federal contract employment and your enrollment status in the Government's Life Insurance program. You may be asked to complete this form at any time during the hiring process. Follow instructions that the agency provides. If you are selected, before you are appointed you will be asked to update your responses on this form and on other materials submitted during the application process and then to recertify that your answers are true.

All your answers must be truthful and complete. **A false statement on any part of this declaration or attached forms or sheets may be grounds for not hiring you, or for firing you after you begin work. Also, you may be punished by a fine or imprisonment (U.S. Code, title 18, section 1001).**

Either type your responses on this form or print clearly in dark ink. If you need additional space, attach letter-size sheets (8.5" X 11"). Include your name, Social Security Number, and item number on each sheet. We recommend that you keep a photocopy of your completed form for your records.

Privacy Act Statement

The Office of Personnel Management is authorized to request this information under sections 1302, 3301, 3304, 3328, and 8716 of title 5, U. S. Code. Section 1104 of title 5 allows the Office of Personnel Management to delegate personnel management functions to other Federal agencies. If necessary, and usually in conjunction with another form or forms, this form may be used in conducting an investigation to determine your suitability or your ability to hold a security clearance, and it may be disclosed to authorized officials making similar, subsequent determinations.

Your Social Security Number (SSN) is needed to keep our records accurate, because other people may have the same name and birth date. Public Law 104-134 (April 26, 1996) asks Federal agencies to use this number to help identify individuals in agency records. Giving us your SSN or any other information is voluntary. However, if you do not give us your SSN or any other information requested, we cannot process your application. Incomplete addresses and ZIP Codes may also slow processing.

ROUTINE USES: Any disclosure of this record or information in this record is in accordance with routine uses found in System Notice OPM/GOVT-1, General Personnel Records. This system allows disclosure of information to: training facilities; organizations deciding claims for retirement, insurance, unemployment, or health benefits; officials in litigation or administrative proceedings where the Government is a party; law enforcement agencies concerning a violation of law or regulation; Federal agencies for statistical reports and studies; officials of labor organizations recognized by law in connection with representation of employees; Federal agencies or other sources requesting information for Federal agencies in connection with hiring or retaining, security clearance, security or suitability investigations, classifying jobs, contracting, or issuing licenses, grants, or other benefits; public and private organizations, including news media, which grant or publicize employee recognitions and awards; the Merit Systems Protection Board, the Office of Special Counsel, the Equal Employment Opportunity Commission, the Federal Labor Relations Authority, the National Archives and Records Administration, and Congressional offices in connection with their official functions; prospective non-Federal employers concerning tenure of employment, civil service status, length of service, and the date and nature of action for separation as shown on the SF 50 (or authorized exception) of a specifically identified individual; requesting organizations or individuals concerning the home address and other relevant information on those who might have contracted an illness or been exposed to a health hazard; authorized Federal and non-Federal agencies for use in computer matching; spouses or dependent children asking whether the employee has changed from a self-and-family to a self-only health benefits enrollment; individuals working on a contract, service, grant, cooperative agreement, or job for the Federal government; non-agency members of an agency's performance or other panel; and agency-appointed representatives of employees concerning information issued to the employees about fitness-for-duty or agency-filed disability retirement procedures.

Public Burden Statement

Public burden reporting for this collection of information is estimated to vary from 5 to 30 minutes with an average of 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to the U.S. Office of Personnel Management, Reports and Forms Manager (3206-0182), Washington, DC 20415-7900. The OMB number, 3206-0182, is valid. OPM may not collect this information, and you are not required to respond, unless this number is displayed.

Declaration for Federal Employment

Form Approved
OMB No. 3206-0182

GENERAL INFORMATION

1. FULL NAME (First, middle, last) ◆	2. SOCIAL SECURITY NUMBER ◆
3. PLACE OF BIRTH (Include city and state or country) ◆	4. DATE OF BIRTH (MM/DD/YYYY) ◆
5. OTHER NAMES EVER USED (For example, maiden name, nickname, etc) ◆ ◆	6. PHONE NUMBERS (Include area codes) Day ◆ Night ◆

Selective Service Registration

If you are a male born after December 31, 1959, and are at least 18 years of age, civil service employment law (5 U.S.C. 3328) requires that you must register with the Selective Service System, unless you meet certain exemptions.

- 7a. Are you a male born after December 31, 1959? YES NO *If "NO" skip 7b and 7c. If "YES" go to 7b.*
 7b. Have you registered with the Selective Service System? YES NO *If "NO" go to 7c.*
 7c. If "NO," describe your reason(s) in item #16.

Military Service

8. Have you ever served in the United States military? YES *Provide information below* NO
If you answered "YES," list the branch, dates, and type of discharge for all active duty.
If your only active duty was training in the Reserves or National Guard, answer "NO."

Branch	From <small>MM/DD/YYYY</small>	To <small>MM/DD/YYYY</small>	Type of Discharge

Background Information

For all questions, provide all additional requested information under item 16 or on attached sheets. The circumstances of each event you list will be considered. However, in most cases you can still be considered for Federal jobs.

For questions 9,10, and 11, your answers should include convictions resulting from a plea of *nolo contendere* (no contest), but omit (1) traffic fines of \$300 or less, (2) any violation of law committed before your 16th birthday, (3) any violation of law committed before your 18th birthday if finally decided in juvenile court or under a Youth Offender law, (4) any conviction set aside under the Federal Youth Corrections Act or similar state law, and (5) any conviction for which the record was expunged under Federal or state law.

- | | | |
|--|--------------------------|--------------------------|
| 9. During the last 10 years, have you been convicted, been imprisoned, been on probation, or been on parole? (Includes felonies, firearms or explosives violations, misdemeanors, and all other offenses.) <i>If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the police department or court involved.</i> | YES | NO |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Have you been convicted by a military court-martial in the past 10 years? <i>(If no military service, answer "NO.") If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the military authority or court involved.</i> | YES | NO |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Are you now under charges for any violation of law? <i>If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the police department or court involved.</i> | YES | NO |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. During the last 5 years, have you been fired from any job for any reason, did you quit after being told that you would be fired, did you leave any job by mutual agreement because of specific problems, or were you debarred from Federal employment by the Office of Personnel Management or any other Federal agency? <i>If "YES," use item 16 to provide the date, an explanation of the problem, reason for leaving, and the employer's name and address.</i> | YES | NO |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Are you delinquent on any Federal debt? (Includes delinquencies arising from Federal taxes, loans, overpayment of benefits, and other debts to the U.S. Government, plus defaults of Federally guaranteed or insured loans such as student and home mortgage loans.) <i>If "YES," use item 16 to provide the type, length, and amount of the delinquency or default, and steps that you are taking to correct the error or repay the debt.</i> | YES | NO |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Declaration for Federal Employment

Form Approved:
OMB No. 3206-0182

Additional Questions

14. Do any of your relatives work for the agency or government organization to which you are submitting this form? (Include: father, mother, husband, wife, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, and half sister.) *If "YES," use item 16 to provide the relative's name, relationship, and the department, agency, or branch of the Armed Forces for which your relative works.*
- YES NO
15. Do you receive, or have you ever applied for, retirement pay, pension, or other retired pay based on military, Federal civilian, or District of Columbia Government service?
- YES NO

Continuation Space / Agency Optional Questions

16. Provide details requested in items 7 through 15 and 18c in the space below or on attached sheets. Be sure to identify attached sheets with your name, Social Security Number, and item number, and to include ZIP Codes in all addresses. If any questions are printed below, please answer as instructed (*these questions are specific to your position and your agency is authorized to ask them*).

Certifications / Additional Questions

APPLICANT: *If you are applying for a position and have not yet been selected,* carefully review your answers on this form and any attached sheets. When this form and all attached materials are accurate, read item 17, and complete 17a.

APPOINTEE: *If you are being appointed,* carefully review your answers on this form and any attached sheets, including any other application materials that your agency has attached to this form. If any information requires correction to be accurate as of the date you are signing, make changes on this form or the attachments and/or provide updated information on additional sheets, initialing and dating all changes and additions. When this form and all attached materials are accurate, read item 17, complete 17b, read 18, and answer 18a, 18b, and 18c as appropriate.

17. I **certify** that, to the best of my knowledge and belief, all of the information on and attached to this Declaration for Federal Employment, including any attached application materials, is true, correct, complete, and made in good faith. **I understand that a false or fraudulent answer to any question or item on any part of this declaration or its attachments may be grounds for not hiring me, or for firing me after I begin work, and may be punishable by fine or imprisonment.** I understand that any information I give may be investigated for purposes of determining eligibility for Federal employment as allowed by law or Presidential order. I **consent** to the release of information about my ability and fitness for Federal employment by employers, schools, law enforcement agencies, and other individuals and organizations to investigators, personnel specialists, and other authorized employees or representatives of the Federal Government. I **understand** that for financial or lending institutions, medical institutions, hospitals, health care professionals, and some other sources of information, a separate specific release may be needed, and I may be contacted for such a release at a later date.

17a. Applicant's Signature: _____ Date _____
(Sign in ink)

17b. Appointee's Signature: _____ Date _____
(Sign in ink)

Appointing Officer:
Enter Date of Appointment or Conversion MM / DD / YYYY

18. **Appointee (Only respond if you have been employed by the Federal Government before):** Your elections of life insurance during previous Federal employment may affect your eligibility for life insurance during your new appointment. These questions are asked to help your personnel office make a correct determination.

18a. When did you leave your last Federal job? DATE: MM / DD / YYYY

18b. When you worked for the Federal Government the last time, did you waive Basic Life Insurance or any type of optional life insurance?

YES NO Do Not Know

18c. If you answered "YES" to item 18b, did you later cancel the waiver(s)? If your answer to item 18c is "NO," use item 16 to identify the type(s) of insurance for which waivers were not canceled.

YES NO Do Not Know

Clear Form

Print Form

Save Form

EXHIBIT G
FAIR CREDIT REPORTING ACT
AUTHORIZATION FORM

Page 1 of 4

Federal Investigations Notice

Letter No. 98-02

Date: March 6, 1998

On September 30, 1997, amendments to the Fair Credit Reporting Act (FCRA) (15 U.S.C. § 1681, *et seq.*) became effective as a result of the Consumer Credit Reporting Reform Act of 1996. The amendments require changes on the part of the users of consumer reports and providers of information to consumer reporting agencies. These changes impact on OPM-IS as the provider of investigative services to other Federal agencies, and on our customer agencies as the final users of credit information gathered as a result of OPM's investigations.

Most notably, **Section 1681b** of title 15 addresses permissible purposes for which consumer reports may be furnished and conditions for furnishing and using consumer reports for employment purposes. If an agency intends to use a consumer report for employment purposes, **Subsection 1681b (b) (2)** of title 15 requires that the applicant/employee be notified in a document consisting solely of the notice that a consumer report may be used, and the applicant/employee must authorize this use in writing before the consumer report is obtained.

Subsection 1681b (b)(3) of title 15 requires that, before taking adverse action relative to an employment decision based on a consumer report, the agency must provide the consumer with a copy of the report, and a copy of the Federal Trade Commission's (FTC) Consumer Rights Notice.

The notice, disclosure, certification and adverse action requirements of the **FCRA** do not directly apply to OPM-IS in its role as the provider of investigative services to other requesting Federal agencies. However, we do obtain credit reports on behalf of other Federal agencies, and will require those Federal agencies to certify that they are the procurer of the credit report and that they are compliant with the FCRA's relevant provisions. We are, therefore, sending under separate cover a request to each agency for a one-time blanket certification to this effect, to be completed and returned to OPM-IS no later than May 1, 1998.

We will ask that the certification acknowledge that the requesting Federal agency is the procurer of the credit report for purposes of compliance with the FCRA.

We will also ask that the requesting Federal agency certify that it is compliant with all relevant provisions of the FCRA. This certification should include certification that the agency will (a) clearly and conspicuously disclose to the

EXHIBIT G
FAIR CREDIT REPORTING ACT
AUTHORIZATION FORM

subject of investigation, in a written document consisting solely of the disclosure, that the agency may obtain a credit report for employment purposes; and (b) obtain the subject's written authorization to obtain the credit report. It will also state that the agency will not take adverse action against the subject of investigation, based in whole or in part upon the credit report, without first providing the subject a copy of the report and a written description of the subject's rights as described by the FTC under **Section 1681g(c)(3)** of title 15. Finally, the certification must state that the requesting Federal agency will not use any information from the consumer report in violation of any applicable equal employment opportunity law or regulation.

A sample release for obtaining written authorization from each affected applicant/employee, as well as a copy of the FTC's Consumer Rights Notice are attached for your information and may be reproduced as necessary. You can obtain additional information regarding the FCRA at the Federal Trade Commission's web site (<http://www.ftc.gov>).

Attachments

Inquiries: OPM-IS, Oversight and Technical Assistance Division, 202-606-1042
OPM-FIPC, Contract Management Branch, 724-794-5612
Code:736
Distribution: SOI/SON's
Letter Expires: When superseded

SAMPLE RELEASE
Fair Credit Reporting Act of 1970, as amended

PLEASE TAKE NOTICE THAT ONE OR MORE CONSUMER CREDIT REPORTS MAY BE OBTAINED FOR EMPLOYMENT PURPOSES PURSUANT TO THE FAIR CREDIT REPORTING ACT, AS AMENDED, 15 U. S. C., §1681, ET SEQ. SHOULD A DECISION TO TAKE ANY ADVERSE ACTION AGAINST YOU BE MADE, BASED EITHER IN WHOLE OR IN PART ON THE CONSUMER CREDIT REPORT, THE CONSUMER REPORTING AGENCY THAT PROVIDED THE REPORT PLAYED NO ROLE IN THE AGENCY'S DECISION TO TAKE SUCH ADVERSE ACTION.

Information provided by you on this form will be furnished to the consumer reporting agency in order to obtain information in connection with an investigation to determine your (1) fitness for Federal employment, (2) clearance to perform contractual service for the Federal Government, and/or (3) security clearance or access. The information obtained may be redisclosed to other Federal agencies for the above purposes and in fulfillment of official responsibilities to the extent that such disclosure is permitted by law.

I hereby authorize the _____ to obtain such report(s) from any
(Name of Requesting Agency)
consumer/credit reporting agency for employment purposes.

(Print Name)

(SSN)

(Signature)

(Date)

EXHIBIT G
FAIR CREDIT REPORTING ACT
AUTHORIZATION FORM

Your Social Security Number is needed to keep records accurate, because other people may have the same name. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you -- such as if you pay your bills on time or have filed bankruptcy -- to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S. C. 1681-1681u, at the Federal Trade Commission's web site (<http://www.FTC.GOV>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- You must be told if information in your file has been used against you. Anyone who uses information from a CRA to take action against you -- such as denying an application for credit, insurance, or employment -- must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- You can find out what is in your file. At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- You can dispute inaccurate information with the CRA. If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs -- to which it has provided the data -- of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- Inaccurate information must be corrected or deleted. A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- You can dispute inaccurate items with the source of the information. If you tell anyone - - such as a creditor who reports to a CRA -- that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- Outdated information may not be reported. In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- Access to your file is limited. A CRA may provide information about you only to people with a need recognized by the FCRA -- usually to consider an application with a creditor, insurer, employer, landlord, or other business.

EXHIBIT G
FAIR CREDIT REPORTING ACT
AUTHORIZATION FORM

- Your consent is required for reports that are provided to employers, or reports that contain medical information. A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers, without your permission.
- You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers. Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- You may seek damages from violators. If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA:

FOR QUESTIONS REGARDING:	PLEASE CONTACT:
CRA's creditors and others not listed below	Federal Trade Commission Consumer Response Center-FCRA Washington, DC 20580 202-326-3761
National banks, Federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after banks name)	Office of the Comptroller of the Currency Compliance Management Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and Federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal or initials "F.S.B." appear in federal institutions name")	Office of Thrift Supervision Consumer Programs Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria VA 22314 703-518-6360
State chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corp. Div. of Compliance & Consumer Affairs Washington, DC 20429 202-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board of Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of the Agriculture Office of Deputy Administrator-GIPSA Washington, DC 20250 202-720-7051

EXHIBIT H
SSA PPeS FORM DESIGN STANDARDS

Archiving	There must be a function that allows for the searching and storing of completed forms older than 5 years, but prevents users from altering data on those forms.
Calculations	Forms must include logic that guarantees that calculations are updated as needed, when fields in other forms that reference them are modified.
Calculations—Cloning	<p>Many forms use the value of a preceding field for the current field (e.g. name information entered on the first page is used for fields on subsequent pages). This reduces the user's data entry.</p> <p>Proper scripting should be used to carry a value from one field, rich field, masked edit field, or date field to another field of the same type.</p> <p>If more than one page are copies of the first page, then set the values for all corresponding fields in the first copy page. For example, if a form is the equivalent of a multi-part form and contains four pages of identical fields, the scripting for each field on the second page would set the value for the corresponding fields on the third and the fourth page.</p>
Calculations—Mathematical	Some forms have fields where there are several numeric fields and then a total of those fields. Proper scripting should be used in the calculation of the total field to eliminate the need for the user to manually add up the fields. Calculations can be something other than pure addition (e.g., number of items times the item cost to get total cost). Calculations should be done in these areas as well.
Check Boxes	Check boxes must allow for multiple values per field. Check box values must be exportable to fields/check boxes in other forms that reference them.
Data Validation	Each fillable field must include validation checks that ensure the entered data is correct for that field, while alerting the user of any incomplete fields or data discrepancies.
Field Length	<p>Field lengths will vary depending upon the type and size of the field. Many field types have implicit lengths defined (e.g., checkboxes, radio buttons, date fields, and masked edit fields). The proper length must be used to restrict any data from being entered that cannot be displayed.</p> <p>If a subsequent field uses the value of the current field in a calculation and the subsequent field is smaller than the current field. In this situation, the current field length must be set to the length of the subsequent field or there will be a script error.</p> <p>Numeric fields should not necessarily be set to the maximum number of characters that can be entered. Common sense has to be exercised to see if a value that large could reasonably be entered in the field. Total fields should normally be one position longer than the fields that are totaled.</p>
Field Types	Field types must remain consistent across multiple forms as data flows between form fields. Field types must allow data to be seamlessly imported, searched, and saved in the PPeS.
Form Layouts	Forms should contain all form numbers and field names arranged in the same format as found in standard SSA and GPO forms.
Intelligent Auto-Fill	Field data contained in a form must transfer to each corresponding field in additional forms that are activated by the user .
Multi-part Forms	If the form is a multipart form (meaning the hardcopy original uses carbons of pressure treated paper), the additional pages are to be designed with the appropriate scripting to show/hide information as necessary and based on the purpose and use of the form, as well as, the destinations for each part of the form.

EXHIBIT H
SSA PPeS FORM DESIGN STANDARDS

Page Layout and Margins	<p>Except for a few unique forms, the page layout must be a standard letter format (8.5 inches by 11 inches).</p> <p>The control placement should follow the existing paper or electronic placement unless the control is less than ¼ inch from any margin. In other words, the form shall not have any controls that print within ¼ inch of any border. Hidden controls locations are not restricted by the margins.</p> <p>Many forms are duplex forms. Because of the duplex nature, the horizontal margins are staggered between even and odd papers when shown on the screen or printed simplex. Duplex forms shall be developed so that the forms print properly in duplex mode. The duplex printing option of the form properties must be set to reflect the preferred print option (i.e., simplex or duplex).</p>
Radio Buttons	<p>Radio Buttons must not allow for multiple values per field. Radio Button values must be exportable to fields in other forms that reference them.</p>
Scripting Engine	<p>Ensure that <u>all</u> objects on <u>all</u> forms have JScript (JavaScript) defined as the script engine.</p>
Tab Sequence	<p>Ensure that all fields follow the tabbing sequence of the original or as specified by SSA form.</p>