

U.S. GOVERNMENT PUBLISHING OFFICE
San Francisco, CA

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS
For the Procurement of

FBI Litigation Scanning/Sacramento, CA

as requisitioned from the U.S. Government Publishing Office (GPO) by the
Department of Justice – Federal Bureau of Investigation (FBI)

BID OPENING: Bids shall be publicly opened at 2:00 pm, prevailing San Francisco, California time, on May 3, 2019.

Bids on this contract may be submitted to the GPO via facsimile machine. See Page 2.

For information of a technical nature, call Ms. Scoti Cox at (707) 748-1970, ext. 2 or email scox@gpo.gov.

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING ITEMS:

Bids submitted to be based upon f.o.b. destination. All shipments must deliver via traceable means, signature required.

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

The contractor **MUST** submit a signed FBI Non-Disclosure Statement and Security Control Plan for approval prior to award. Award will not be made to any contractor without these approved items. See Pages 4, 12 and 13.

The GPO 910 “BID” form is no longer required. Bidders are to fill out, sign/initial and return Pages 9 through 11.

SECTION 1. - GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from the 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. 01-18) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publications 310.1, effective May 1979 (Rev. 08-02)).

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

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

CONTRACTING METHOD: Contract bidders are required to submit a sealed bid or a facsimile bid (see ‘FACSIMILE BIDS’). This contract will be awarded in accordance the U. S. Government Publishing Office Printing Procurement Regulation (PPR: GPO Publication 305.3, (Rev. 2-11), Chapter VII, Section 1.

Send bids to: U.S. Government Publishing Office, 536 Stone Road, Suite I, Benicia, CA 94510.
Mark for: Jacket 671-135. (See Page 14 for sample mailing envelope.)

FACSIMILE BIDS: Facsimile bids are permitted.

- (a) Definition: "Facsimile bid," as used in this solicitation, means a bid, modification of a bid, or withdrawal of a bid that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.
- (b) Bidders may submit facsimile bids as responses to this solicitation. These responses must arrive at the place and by the time specified in the solicitation.
- (c) Facsimile bids that fail to furnish required representations or information or that reject any of the terms, conditions, and provisions of the solicitation will be excluded from consideration.
- (d) Facsimile bids must contain the required signatures.
- (e) The Government reserves the right to make award solely on the facsimile bid. However, bidders agree to promptly submit the complete original signed bid.

- (f) Submit facsimile bid to FAX No. **(707) 748-1981**, one bid per facsimile.
- (g) If the bidder chooses to transmit a facsimile bid, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to, the following:
- (1) Receipt of garbled or incomplete bid.
 - (2) Availability or condition of the receiving facsimile equipment.
 - (3) Incompatibility between the sending and receiving equipment.
 - (4) Delay in transmission or receipt of bid.
 - (5) Failure of the bidder to properly identify the bid.
 - (6) Illegibility of bid.
 - (7) Security of bid data.

PREDOMINANT FUNCTION: The predominant function for this procurement is the scanning of the original documents to CD-R discs.

SUBCONTRACTING: Subcontracting is **not** allowed.

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

Product Quality Levels:

- (a) Printing Attributes - Quality Level 4
- (b) Finishing Attributes - Quality Level 4

Inspection Levels from ANSI/ASQC Z1.4 (MIL-STD 105):

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

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

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

PRE-AWARD SURVEY: In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct an on-site pre-award survey at the contractor's/subcontractor's facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract. As part of the financial determination, the contractor in line for award may be required to provide one or more of the following financial documents:

- 1) Most recent profit and loss statement.
- 2) Most recent balance sheet.
- 3) Statement of cash flows.
- 4) Current official bank statement.
- 5) Current lines of credit (with amounts available).
- 6) Letter of commitment from paper supplier(s).
- 7) Letter of commitment from any subcontractor.

The documents will be reviewed to validate that adequate financial resources are available to perform the contract requirements. Documents submitted will be kept confidential, and used only for the determination of responsibility by the Government. Failure to provide the requested information in the time specified by the Government may result in the Contracting Officer not having adequate information to reach an affirmative determination of responsibility.

PAYMENT: Submitting invoices for payment via the GPO fax gateway (if no samples are required) utilizing the GPO barcode coversheet program application is the most efficient method of invoicing. Instruction for using this method can be found at the following web address:
<http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html> .

Invoices may also be mailed to: U.S. Government Publishing Office, Office of Financial Management, Attn: Comptroller, Stop: FMCE, Washington, DC 20401.

For more information about the billing process, refer to the General Information of the Office of Finance web page located at <https://www.gpo.gov/finance/index.htm>

DISPUTES: GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008 clause found at <http://www.gpo.gov/pdfs/vendors/contractdisputes.pdf>.

WARNING: Proper control and handling must be maintained at all times to prevent any information or materials required to produce the product ordered under these specifications from falling into unauthorized hands. Unless otherwise indicated herein, all extra copies, materials, waste, etc., must be destroyed.

The contractor **MUST** submit a Security Control Plan for approval prior to award. Award will not be made to any contractor without the approved Security Control Plan.

SECURITY WARNING: It is the contractor's responsibility to properly safeguard personally identifiable information (PII) from loss, theft, or inadvertent disclosure and to immediately notify the Government of any loss of personally identifiable information. PII is "information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc." (Ref.: OMB Memorandum 07-16.)

Other specific examples of PII include, but are not limited to:

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

SECURITY CONTROL PLAN: The contractor shall maintain in operation, an effective security system where items by these specifications are manufactured and/or stored (awaiting distribution or disposal) to assure against theft and/or the product ordered falling into unauthorized hands. Contractor is cautioned that no Government provided information shall be used for nongovernment business. Specifically, no Government information shall be used for the benefit of a third party. The Government retains the right to conduct on-site security reviews at any time during the term of the

contract.

The plan shall contain at a minimum:

- (1) How Government files (data) will be secured to prevent disclosure to a third party prior to and after termination of contract;
- (2) Explain how all accountable materials will be handled throughout all phases of production
- (3) How the disposal of waste materials will be handled;
- (4) How all applicable Government-mandated security/privacy/rules and regulations as cited in this contract shall be adhered to by the contractor and/or subcontractor(s).

SECTION 2. - SPECIFICATIONS

TITLE: FBI Litigation Scanning/Sacramento, CA.

QUANTITY: Two CD-R discs sets.

TRIM SIZE: Up to 8-1/2 x 11"

GOVERNMENT TO FURNISH: The purchase order will be emailed to the contractor upon award.

MATERIAL FURNISHED:

Pick up 250 banker's boxes* at:
Federal Bureau of Investigation (FBI)
2001 Freedom Way
Roseville, CA 95678
Attn: David Hanzal (916) 746-6110

The contractor to make pickup arrangements with David Hanzal at (916) 746-6110. Chain of Custody must be maintained.

*Each banker's box contains 2,500 source documents. These source documents that are in color and grayscale (b&w).

Types of documents include: typewritten, handwritten, photocopies, maps, forms, faxes, sticky notes, receipts, envelopes, checks and photos.

Light Intervention: Approximately **75%** of total furnished source materials shall consist of rolled, stapled, or clipped documents, requiring slight deconstruction and no reconstruction.

Medium Intervention: Approximately **25%** of total furnished source materials shall consist of stapled or clipped letter size documents, requiring folder tabs and/or tab dividers to be copied or inserted, moderate deconstruction and no reconstruction of attachments.

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.

REQUESTED OUTPUT: Two complete sets of OCR searchable CD/DVDs are required. Scan each source document to be OCR searchable. Most originals are 8-1/2 x 11". Source documents are loose-leaf, folded, stapled and/or in folders. Post-It Notes may be affixed. Scan all source documents as black only, one-sided PDFs.

CD/DVD DISC: Create one searchable PDF file for each source document scanned. Scan/burn all OCR searchable PDF files to CD/DVD disc. Label the CD/DVD disc.

PRODUCTION NOTE: The contractor is required to keep accurate count of each type and size of each item source document. Notify GPO immediately if additional features are required after receipt of purchase order and pick-up of FBI materials. Contact Ms. Scoti Cox at (707) 748-1970 ext. 2 or scox@gpo.gov. If the total quantity exceeds 625,000 source documents (or less than 625,000), it is the contractor's responsibility to notify GPO/Scoti Cox prior to any work being done. Without approval, the contractor runs the risk of not getting paid for the additional work required.

MARGINS: Follow the source documents for margins.

INSPECTION SAMPLES: Occasionally, when so indicated on the purchase order or otherwise requested, the first two items, as soon as completed, must be sent for inspection to the U.S. Government Publishing Office, Regional Procurement Office, 536 Stone Road, Suite I, Benicia, CA 94510-1170 Attn: Inspection Samples, Jacket 671-135.

These copies shall be considered as sample copies, and cannot be deducted from the total quantity ordered. The package or envelope containing these samples must be identified by the GPO jacket number, program number, print order number, title, and include a facsimile of the print order on which these samples were ordered. The contractor must comply with the shipping schedule regardless of this requirement for inspection samples. The contractor will be notified of the test results only if there are deficiencies.

DEPARTMENTAL QUALITY COPIES: All orders must be divided into equal sublots in accordance with the chart shown below. A random sample must be selected from each subplot. Do not choose copies from the same general area in each subplot.

<u>Quantity Ordered</u>	<u>Number of Sublots</u>
500 - 3,200	50
3,201 - 10,000	80
10,001 - 35,000	125
35,001 and over	200

These randomly selected samples must be packed separately and must be identified by a special government-furnished blue label, which is to be affixed to each affected container. These random sample copies must be recorded separately on all shipping documents and sent in accordance with the distribution list. The random inspection samples constitute a part of the total quantity ordered, and no additional charge will be allowed.

In addition, a copy of the SPECIFICATION along with the signed selection certificate, which will be furnished, must be included with the samples.

A copy of the Government-furnished certificate must accompany the voucher sent to the GPO, Financial Management Service, for payment. Failure to furnish the certificate may result in delay of processing the voucher.

LABELING AND MARKING: Each shipping carton/container must be clearly marked with the jacket number, title of contents and quantity per carton. Place a copy on the outside of each carton to identify

flyers contained herein.

PACKING: Return all banker's boxes in same condition as received. Pack original documents in same format as received.

DISTRIBUTION: Deliver f.o.b. destination **on or before June 28, 2019.**

Two sets of CD Discs and all government furnished materials to:
Federal Bureau of Investigation (FBI)
2001 Freedom Way
Roseville, CA 95678
Attn: David Hanzal (916) 746-6110 (Deliver by traceable means, signature required)

CUSTOMER DELIVERY NOTIFICATION: Contractor must notify the ordering agency on the same day that the product ships/delivers via e-mail to dhanzal@fbi.gov AND Edmond.mason@ic.fbi.gov . The subject line of this message shall be "Distribution Notice for Jacket 671-135". The notice must provide all applicable tracking numbers, shipping method, and Title. Contractor must be able to provide copies of all delivery, mailing, and shipping receipts upon agency request.

All expenses incidental to returning materials, submitting proofs, and furnishing sample copies must be borne by the contractor.

SCHEDULE: The signed purchase order will be emailed to the contractor by **May 14, 2019.**

Complete production and delivery **MUST** be made on or before **June 28, 2019.**

All Government Furnished Material must be returned with the two sets of CD Disc Sets.

SHIPMENT(S): Shipments will be made from: City _____, State _____

The city(ies) indicated above will be used for evaluation of transportation charges when shipment f.o.b. contractor's city is specified. If no shipping point is indicated above, it will be deemed that the bidder has selected the city and state shown below in the address block, and the bid will be evaluated and the contract award on that basis. If shipment is not made from evaluation point, the contractor will be responsible for any additional shipping costs incurred.

BIDS: Bids must include the cost of all materials and operations for the item listed in accordance with these specifications. Prices for additional quantities will not be a factor for determination of award.

DETERMINATION OF AWARD: Approximately 625,000 source documents are being furnished. Because this figure can only be estimated at this time, the Government will determine the lowest bid by applying the prices quoted in the "Schedule of Prices" the follow units of production, which are estimated requirements only. These units do not constitute, nor are they construed as, a guarantee of the exact volume of work which be produced under this contract.

The following item designations correspond to those listed in the "Schedule of Prices".

- 1.(a) 625,000
- 2. (a) 625,000
- 3. (a) 625,000
- 4. (a) 15
- (b) 15

SCHEDULE OF PRICES:

I. COMPLETE PRODUCT: Prices quoted shall include the cost of all required necessary for production of the order, as described herein.

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

(a) Scanning Black only documents as large as 8-1/2 x 11", per page.....\$ _____

2. OCR Conversion to ASCII text files:

(a) Documents as large as 8-1/2 x 11", per page.....\$ _____

(Contractor's Initials)

3. Conversion to Adobe Acrobat PDF content:

(a) Source documents as large as 8-1/2 x 11":

Conversion of OCR files to PDF files, per page.....\$ _____

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

(a) Creation of "master" CD-R disc, per disc.....\$ _____

(b) Duplication of master CD-R disc, per disc.....\$ _____

TOTAL BID: _____

DISCOUNTS: Discounts are offered for payment as follows: _____ Percent, _____ calendar days. See Article 12 "Discounts" of Solicitation Provisions in GPO Contract Terms (Publication 310.2).

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

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

AMENDMENT(S): Bidder hereby acknowledges amendment(s) number(ed) _____.

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

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

Bidder _____
(Contractor Name) (GPO Contractor's Code)

(Street Address)

(City – State – Zip Code)

(Contractor's Initials)

By _____
(Printed Name, Signature and Title of Person Authorized to Sign this Bid) (Date)

(Person to be Contacted) (Telephone Number) (Email)

THIS SECTION FOR GPO USE ONLY

Certified by: _____ Date: _____ Contracting Officer: _____ Date: _____
(Initials) (Initials)

**SENSITIVE INFORMATION
NONDISCLOSURE AGREEMENT**

**An Agreement between _____
And the Federal Bureau of Investigation (FBI) regarding the following activities:**

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to sensitive information from FBI investigations as required to perform my duties. As used in this Agreement, sensitive information is marked or unmarked information, including, but not limited to, oral communications, the disclosure of which may compromise, jeopardize or subvert any investigation. Sensitive information also includes information relating to closed investigations, the disclosure of which might compromise, jeopardize or subvert other law enforcement activities or investigations. I understand and accept that by being granted access to this sensitive information, special confidence and trust shall be placed in me by the FBI.
2. I hereby acknowledge that I have received an indoctrination concerning the nature and protection of sensitive information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of sensitive information may cause irreparable damage to FBI investigations and that I will never divulge sensitive information to anyone unless (a) I have officially verified that the recipient has been properly authorized by the FBI to receive it; or (b) I have been given prior written notice of authorization from the FBI that such disclosure is permitted. I understand that if I am uncertain as to the sensitive nature or status of information, I am required to confirm from an authorized official that the information may be disclosed prior to disclosure of this information.
4. I have been advised that any breach of this Agreement may result in the termination of my relationship with the FBI. In addition, I have been advised that any unauthorized disclosure of information by me may constitute a violation of violations of United States criminal laws, including Title 18, United States Code, or may lead to criminal prosecution for obstruction of lawful government functions. I realize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
5. I understand that all sensitive information to which I have access or may obtain access by signing this agreement is not and will remain the property of, or in the control of the FBI unless otherwise determined by an authorized official or final rules in a court of law. I agree that I shall return all sensitive materials which have or may come into my possession, or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; or (b) upon the conclusion of my relationship with the FBI, whichever occurs first.
6. I understand that these restrictions are consistent with and do not supersede, conflict with, or otherwise alter my obligations, right, or liabilities created by Executive Order No. 12958; Section 7211 of Title 5, U.S.C (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the FBI Whistleblower Protection Act (5 U.S.C. 2303, 28 C.F.R. Part 27) (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential government agents); and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling. I further understand, however, that any such information that is disclosed pursuant to applicable federal law continues to be subject to this agreement for all other purposes, and disclosure to the appropriate entities provide by federal law does not constitute public disclosure or declassification, if applicable, of such information.
7. Unless and until I am released in writing by an authorized representative of the FBI, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to the sensitive information and at all times thereafter.

- 8. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this agreement shall remain in full force and effect.
- 9. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this agreement. I hereby assign the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of sensitive information not consistent with the terms of this Agreement.
- 10. I have read this Agreement carefully and my questions, if any, have been answered.

Signature _____ Date _____

Organization (if contractor, provide name and address):

The briefing and execution of this Agreement was witnessed by _____
(Type or Print Name)

Signature _____ Date _____

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the Federal criminal laws applicable to the safeguarding of sensitive information have been made available to me; that I have returned all sensitive information in my custody; that I will not communicate or transmit sensitive information to any unauthorized person or organization; that I will promptly report to the FBI any attempt by an unauthorized person to solicit sensitive information, and that I have received a debriefing regarding the security of sensitive information.

Signature _____ Date _____

Name of Witness (Type or Print) _____

Signature of Witness _____ Date _____

*** SAMPLE BID ENVELOPE ***

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

Jacket: 671-135

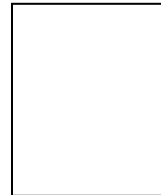
From: _____

Address: _____

Check appropriate:

Bid enclosed

No Bid



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

Bids will be received
Until May 3, 2019
at 2:00 PM prevailing
San Francisco time.

