



*EAB*

## **BID INVITATION**

U.S. GOVERNMENT PUBLISHING OFFICE  
Atlanta, GA

General Terms, Conditions and Specifications

For the Procurement of

**Archival Scanning of Building Plans, Documents, Photos**

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

**General Services Administration (GSA), Public Buildings Service**

**Single Award**

**NOTE: THIS IS A NEW CONTRACT. NO PREVIOUS SPECIFICATIONS OR ABSTRACT EXIST.**

**CONTRACT TERM:** The term of this contract is for the period beginning date of award and ending December 1, 2016, plus up to four optional 12-month extension periods that may be added in accordance with the "Option to Extend the Contract Term" clause in this contract.

**DIRECT ALL QUESTIONS CONCERNING THESE SPECIFICATIONS TO RENEE SESSUM (404) 605-9160, Ext. 32706, OR E-MAIL [rsessum@gpo.gov](mailto:rsessum@gpo.gov) .NO COLLECT CALLS.**

**BID OPENING:** Bids due by 2 p.m., prevailing Atlanta, GA time on December 9, 2015.

**BID SUBMISSION:** To submit a bid, the contractor must execute and submit the "Schedule of Prices" (pages 16 & 17), Security Plan (pages 18 & 19), Certificate of Nondisclosure – Attachment A (pages 20 & 21), and submit GPO Bid Form 910, which is included at the end of this specification.

Telephone and/or email bids are NOT acceptable. Facsimile bids are acceptable (see GPO Contract Terms, Pub. 310.2, Rev. June 2001). Fax bids to 404-605-9185/9186 or mail to GPO Atlanta Regional Publishing Office, 3715 Northside Parkway NW, Suite 4-305, Atlanta, GA 30327.

**All GPO publications referenced in these specifications are available on the internet via the GPO web-site, <http://www.contractorconnect.gpo.gov>.**

**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 Pub. 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance Through Attributes Program (GPO Pub. 310.1, effective May 1979 (revised August 2002)).

**DISPUTES CLAUSE:** 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/vendors/gaocab.htm>. This clause cancels and supersedes any other disputes language currently included in existing contractual actions.

**SUBCONTRACTING:** No portion of any order may be subcontracted.

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

Product Quality Levels:

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

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

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

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

<u>Attribute</u>	<u>Specified Standard</u>	<u>Alternate Standard*</u>
P-7. Type Quality and Uniformity	Camera Copy	
P-8. Halftone Match	Camera Copy	

\*In the event that the Specified Standard is waived the Alternate Standard will serve as its replacement.

**OPTION TO EXTEND THE CONTRACT TERM:** 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 years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the “Extension of Contract Term” clause. See also “Economic Price Adjustment” for periodic pricing revision.

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

**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 the beginning of the contract to December 1, 2016, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The

first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

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

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending three (3) months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending November 30, 2016, 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.

**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.

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

The security and confidentiality of Government legal documents handled and stored by the contractor during the execution of this contract are of critical importance. Should the preaward survey reveal a security deficiency that jeopardizes or otherwise compromises the secure and confidential operation of this contract as specified herein, the Government reserves the right to declare the contractor non-responsible if such a deficit cannot be remedied by the contractor in a timely fashion and at no additional expense to the Government.

**PREAWARD TEST:** In order to determine the capability of the contractor to provide all aspects of the contract requirements, there will be a preaward test. The contractor will be required to pick up a representative sample of government furnished materials for numbering, barcoding, scanning, attaching of metadata, inventory list creation, saving on portable hard drive and return to GSA. This test must be completed within seven workdays after sample documents are received. Contractor will receive feedback on results and must be able to address and otherwise correct any workflow or production issues to GSA's satisfaction. Failure to pass the Preaward Test will result in a non-responsible determination.

**POSTAWARD CONFERENCE:** At the Government's option, immediately after award a postaward conference with contractor representative(s) may be held via telephone conference to discuss the requirements of the contract.

**GOVERNMENT IN-PLANT INSPECTIONS:** The Government reserves the right to have Government representative(s) inspect any operation under this contract at the start of its production and at any time during production.

**SECURITY:** This contract requires the reproduction of documents considered sensitive but unclassified (SBU). The contractor shall provide the necessary means, methods and facilities to ensure secure custody and strict accountability of all job materials while in the contractor's possession.

**Secure Transmission of Materials:** Transmission of materials outside of the contractor's facility (i.e. pickup and return of government furnished materials, etc.) shall be conducted in a manner which prevents loss, theft, or unauthorized access. Materials shall be transmitted by the following method:

- a) Via employees of the contractor in a contractor-owned vehicle. Exclusive use of vehicle will be required for transport of all materials. All deliveries must be transported in appropriate-size, secure vehicles. All drivers must have a current state-issued driver's license and must carry a photo identification card issued by the contractor. At least one employee must remain with the material at all times. Employees must have a background check on file, be bonded and insured, and must maintain accountability logs to assist if an audit trail is necessary on any particular delivery.

**Safe Custody:** The contractor has the responsibility to ensure that all materials constantly remain in safe custody from the time they are picked up until the time they are returned. Safe custody ensures that the sensitive documents remain in sealed cartons until arrival at the contractor's secure area within contractor's plant. Cartons must always remain in view of authorized personnel. No unauthorized personnel are to handle the cartons.

Any vehicle used to transport cartons must be locked at all times except during the loading and unloading of cartons. If authorized personnel must make more than one trip to load or unload cartons, the contractor must have another authorized person guarding the cartons in the vehicle. Cartons in a locked vehicle left unattended by an authorized person are in direct violation of the contract. The only time the cartons can be left unattended is in a secure area of the plant.

The contractor must provide a procedure for safeguarding documents and chain of custody. The procedure should set forth all precautions that will be taken to ensure integrity of documents. 'Chain of Custody' form is required to be signed by contractor upon receipt of materials to be copied.

Contractor is required to examine furnished material immediately upon receipt, pursuant to GPO Publication 310.2, "Government Furnished Property (GFP)". If at that time there is disagreement with the description or requirements as presented in the specification (or GPO Form 2511 Print Order), and prior to the performance of any work, the contractor shall contact the contract administrator Renee Sessum ([rsessum@gpo.gov](mailto:rsessum@gpo.gov) or 404-605-9160 ext. 32706) AND [infoatlanta@gpo.gov](mailto:infoatlanta@gpo.gov). As the situation warrants, equitable adjustments will be negotiated and supplemental agreements issued, per the review and final determination of the Contracting Officer.

**Secure personnel:** All work shall be performed under the supervision of the contractor or the contractor's responsible employees. Contractor must maintain a list of employees on file with authorized access. Such list will be provided upon request. Contractor must also be able to furnish, if requested by the government, an employee background check (which must include past employment verification and criminal history) for all personnel with authorized access. Employees performing work under this contract must be informed of the sensitivity of the materials and must follow contractor's policies and procedures that preclude loss of, theft of, destruction of, or unauthorized access to the materials. Employees must maintain accountability logs to assist if an audit trail is necessary on any particular order or document.

Every contractor employee working on the documents for this contract must be in full compliance with all Federal tax laws and regulations, and they must be either a United States (U.S.) citizen or a lawful permanent resident of the U.S. A lawful permanent resident is any individual who is not a citizen or national of the U.S. who has been lawfully admitted into the U.S. and accorded the privilege of residing permanently in the U.S. as an immigrant in accordance with the immigration laws, such as status not having changed. Security screening requirements, however, apply to both U.S. citizens and lawful permanent residents hired as contractors.

**Secured Area:** All work performed must be accomplished in a secured area within the contractor's facility such that the general public is unable to access or view any documents being processed. All furnished materials (SBU) shall be stored in locked containers, and shall be located in a locked or secured area during non-duty hours. GSA or GPO may make unannounced site visits to confirm that security measures are in compliance with contract requirements.

The release of any materials to any person or party not expressly authorized is strictly prohibited. The contractor shall take all appropriate action and measures to minimize exposure of the furnished materials to a minimum number of employees. The contractor will be required to account for all furnished originals and manufactured copies. Unless otherwise indicated, all extra copies (in any format, including hard copy and electronic files), waste, spoilage sheets, and so forth are to be destroyed beyond recognition and reconstruction.

**Secure Network:** To meet functional and assurance requirements, the security features of the computer network environment must provide for managerial, operational and technical controls. The operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance and documentation (see definitions below). All security features must be available (object reuse, encryption, audit trails, identification/authentication, and discretionary access control) and activated to protect against unauthorized use of and access to SBU information.

- a) **A Security Policy** must define allowed users and rules of access. The policy should also provide for clearance of all protected information on objects before they are allocated out of or into the system, i.e., object reuse.
- b) **Accountability** – Computer systems must be secured from unauthorized access. All security features (audit trails, identification/authentication) must be available and activated to prevent unauthorized access to SBU information.
- c) **Assurance** – Access controls and other security features must be implemented and working. The security system should be tested annually to assure it is functioning correctly.
- d) **Documentation** – Test documentation should be readily available that describes how and what mechanisms were tested and the results. Design documentation may also be required, along with a user's guide and facility manual.

**Secure Handling of Materials:** All materials must be handled such that unauthorized use of information is prevented. All work in progress materials, including electronic files and scrap generated during production, must be shredded, incinerated, or otherwise destroyed beyond recognition. All government furnished material sent to the contractor must be returned to GSA upon completion of each order. All work in progress electronic files must be destroyed beyond recognition or reconstruction during production as feasible and upon completion of the order. Upon completion of the order, all electronic files and data shall be completely purged from all data storage components of the contractor's computer facility. If immediate purging of all data storage components is not possible, the contractor must certify that any data remaining in any storage component will be safeguarded to prevent unauthorized inspection or disclosure.

**Breach of security:** Any information marked "Official Use Only" or "Sensitive But Unclassified (SBU)" made available in any format or to which access is provided, shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor will be prohibited.

Should the contractor or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of SBU information, the terms of the Default clause, GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 [Rev. 6-2001]), incorporated herein by reference, may be invoked, and the contractor will be considered to be in breach of this contract.

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

**CERTIFICATION OF NONDISCLOSURE** (*See Attachment A - pages 20 and 21*): Contractor must sign and return a copy of the Certification of Nondisclosure with submittal of bid. In performance of the contract, the contractor agrees to comply and assume responsibility for compliance by his/her employees with the requirements of for general safeguards of documents and items to prevent unauthorized disclosure.

**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.

**ORDERING:** Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from Date of Award through December 1, 2016, plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is 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.

**REGULATIONS GOVERNING PROCUREMENT:** The U.S. Government Publishing Office (GPO) is an office in the legislative branch of the United States Government. Accordingly, the Federal Acquisition Regulation is inapplicable to this, and all GPO procurements. However, the text of certain provisions of the Federal Acquisition Regulation as contained in the Code of Federal Regulations (CFR), are referenced in this solicitation. The offeror should note that only those provisions of the Federal Acquisition Regulation which are specifically incorporated by reference into this solicitation, are applicable.

**POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION:**

(a) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) During performance, in whole or in part, of this contract on a Federal facility, the Contractor shall provide to the Contracting Officer all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA, the emergency notice requirements of Section 304 of EPCRA, the list of Material Data Safety Sheets required by Section 311 of EPCRA, the emergency and hazardous chemical inventory forms of Section 312 of EPCRA, and the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

**PAYMENT:** The contractor will be required to furnish a copy of the billing\*, with a final count of items copied, to: Comptroller, Stop FMCE, Financial Management Service, U.S. Government Publishing Office, Washington, D.C. 20401. (NOTE: GPO recommends using the Contractor Fax Billing System. Please visit the GPO web-site, <http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html>, for instructions.).

*\*NOTE: This does NOT authorize payment for items procured OUTSIDE the scope of the contract, without a contract modification issued and signed by the Contracting Officer, U.S. Government Publishing Office.*

**Failure to comply with the above may result in a delay of payment**

**NOTE: CONTRACTOR BILLING MUST BE ITEMIZED PER THE SCHEDULE OF PRICES – SEE PAGES 16 and 17.**

## SECTION 2.- SPECIFICATIONS

**SCOPE:** These specifications cover the digitization of sensitive building plans, drawings, schematics, documents, building reports and photos, requiring such operations as secure pickup of sensitive furnished materials, large-format blueprint scanning including blueprint image reversal, high-resolution automated document scanning, disassembly and hand-feeding of original documents, numbering, barcoding, post-production meta tagging, inventory list creation, archiving onto portable hard drives, reassembly of furnished documents into their original state, packing, and secure delivery.

**TITLE:** Archival Scanning of Building Plans, Documents, Reports and Photos.

Although this is an option year contract, all estimates, averages, etc., are based on one year's production.

**FREQUENCY OF ORDER:** Orders will be placed on a bi-weekly (every 2 weeks) basis.

**QUANTITY:** Each order to contain approximately 60,000 documents that may contain the one or more of the following grouping of documents, as described below: *General Files*; *Building Reports Files*; and/or *Legal Files*. The majority of the orders placed will be under *General File*. If *Building Reports* and/or *Legal Files* are required, the quantity of *General File* documents will be reduced accordingly.

*General Files* (contracts, files, and reports)

Approximately 60,000\* paper documents (various trim. sizes)

\* *The quantity will be reduced if Building Report Files and/or Legal Files are also required.*

*Building Reports:*

Approximately 20,000 paper documents (various trim sizes)

Note: Building reports may also contain the following:

Approximately 200 Building Plans/Drawings/Schematics (various trim sizes)

Approximately 500 Photos

*Legal files:*

Approximately 20,000 paper documents (various trim sizes)

Note: Legal files may also contain the following:

Approximately 100 Building Plans/Drawings/Schematics

Approximately 100 Photos/slides

**GOVERNMENT TO FURNISH:** Furnished material may be large format drawings, photos, or single and/or multiple leaf documents held together with numerous staples or other fasteners in envelopes, folders, binders, boxes, etc. Occasionally, furnished material(s) may be saddle or side-stitched, perfect or case bound. Saddle, perfect bound and case bound publications must be kept intact, cutting at spine WILL NOT be permitted unless specified on the print order.

It is anticipated that less than 1% of furnished materials will have minor damage. Minor damage can include brittle pages, rough edges or small tears. If furnished materials are in more significantly damaged condition, contractor should contact the GPO contract administrator for additional guidance.

Source documents:

- ***Building Plans/Drawings/Schematics (24 x 36" up to 36 x 48")***, shipped in rolled tubes
  - 65% grayscale
  - 30% blueprints
  - 5% color (convert to grayscale during scanning)

- **Miscellaneous Paper Documents (8.5" x 11 up to 11 x 17")** – Grade B, Grade C, and Grade D
  - 95% black-only or grayscale
  - 5% color (convert to grayscale during scanning)
- **Photos & Photo Slides:**
  - **Photos:** (approx. 4 x 6" up to 8 x 10") – color and grayscale (scan color as color, grayscale as grayscale)
  - **Photo Slides (35mm)** – color and grayscale (scan color as color, grayscale as grayscale)

It is estimated that:

**Grade B (Light Glasswork) – Easy definition: 25-49 between roadblocks:** Approximately 80% of the total furnished source materials shall consist of rolled, stapled or clipped documents, requiring slight deconstruction and reconstruction of attachments, including removal of affixed Post-It slips.

**Grade C (Medium Glasswork) – Easy definition: 6-24 between roadblocks:** Approximately 10% of the total furnished source materials shall consist of rolled, stapled or clipped letter size documents, requiring folder tabs and/or tab dividers to be copied or inserted, moderate deconstruction and reconstruction of attachments.

**Grade D (Heavy Glasswork) – Easy definition: 1-5 between roadblocks:** Approximately 10% of the total furnished source materials shall consist of variable-contrast stapled or clipped letter size documents plus odd-sized pages, receipts, envelopes, etc, requiring folder tabs and/or tab dividers to be copied or inserted, frequent machine adjustments, extensive deconstruction and reconstruction of attachments.

GPO Form 2511 Print Order: Print orders will generally be enclosed with furnished materials or sent via email. At the Government's option, print orders may be furnished as a hard copy, a faxed copy, or by email. Contractor must be able to accept via email.

**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 shall also furnish the means and measures to ensure that the furnished materials will be handled in a secure fashion to ensure strict confidentiality of their contents. Please reference "**SECURITY**" section on pages 3 through 5 of this contract.

**DOCUMENT PROCESSING:** Contractor will be required to remove all fasteners from furnished material prior to reproducing, with the exception of saddle, perfect and case bound spines.

Contractor to scan/copy any images on envelope(s), file folders and etc. that contain furnished material.

Material furnished on unusually small stock (receipts, match book covers, personal checks, etc.) must be reproduced individually on 8.5 x 11" sheets unless otherwise indicated. Contractor may image more than one small stock item per sheet as appropriate.

Furnished originals may include documents with Post-It style note(s) affixed. The contractor is to make two copies of such documents: One copy of the original document with the Post-It note(s) affixed; and one copy of the original without the Post-It note(s) affixed.

**MARGINS:** Various. Follow copy furnished. Original documents smaller than 8.5 x 11" should be centered.

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

The contractor shall maintain optimum image quality with continual monitoring and adjustment of the imaging process by the scanning technician to accommodate the varying characteristics of different document populations (including high-quality photographs requiring individual attention and equipment adjustment for best results), frame/border control on all sizing perimeters, skew detection, and contrast and brightness manipulation for client image viewer.

**Building Plans/Drawings/Schematics:** The contractor will be required to scan large-format furnished building plans, drawings and schematics at 600 dpi grayscale and archive the scanned contents as single-page or multiple-page files in PDF/A-2 archival format. Blueprints must be reversed. Scanned image, wherever possible and clear, shall be scanned with dark lines and light (white) background (this may mean reverse-imaging blueprints that have a blue or black background color). If drawing is damaged (brittle, torn, water-damaged, etc), the item will be placed in a flat mylar full-sized envelope and scanned.

**Miscellaneous Paper Documents:** The contractor will be required to scan furnished documents at 600 dpi grayscale with optical character recognition (OCR) and archive the scanned contents as single-page or multiple-page files in PDF/A-2 archival format.

**Photos & Photo Slides:** The contractor will be required to scan/convert furnished photos/photo slides at 300 dpi and archive them as JPG files. Grayscale photos should be scanned and saved in grayscale, and color photos scanned and saved in RGB color.

Contractor shall name the created Adobe Acrobat PDF/A-2 files in accordance to instructions and naming conventions that will be furnished by the GSA.

Scanned documents must be submitted on one portable hard drive. The contractor will furnish to GSA a portable hard drive that contains the scanned images. The GSA will have two weeks to remove data from the portable hard drive and will return the portable hard drive to the contractor at the next scheduled pick up.

**TITLES, BARCODE NUMBERING AND NAMING CONVENTIONS:** The contractor will be required to place a title and a barcoded unique document serial number onto scanned building plans, drawings, schematics and documents in accordance with furnished instructions.

The contractor will be required to name scanned photos using a naming convention furnished by the GSA that will include, but may not be limited to, date and event name if applicable. Photos are to be numbered in sequence.

This unique identifying information identifies the location of each document in the collection and will control document storage and retrieval processes. The contractor will be also be required to mechanically stamp or otherwise apply a unique document serial number onto the furnished originals in accordance with furnished instructions, in order to provide verification that scanning has been completed. The accuracy with which the numbering procedure is performed is critical and is as important as the physical quality of the image products.

Unique document numbers shall be assigned in accordance with the numbering convention provided by the GSA. The contractor's numbering (barcoding) system shall be able to accommodate alphanumeric characters, including embedded blank spaces in any order and length as specified.

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

***Naming conventions for building plans, drawings and schematics folders and files:***

1. Drawings usually are in “sets” or collections based on a single project. For instance a project may have several drawings with the same Project Number and are of the same building. Each drawing will have a sheet number (usually located in the lower right corner) such as “A-27-01.” These sheet numbers differentiate the drawings from each other and are referenced by the drawing index within the set of drawings.
2. For purposes of scanning, each sheet will be scanned into a single electronic file and saved in a single Windows folder under the project number and name.
3. Folders will be created for each project with the following information (if possible) gathered from the set’s title block or Project cover page (usually the titleblock is in the lower right corner of the drawing).

BuildingNumber\_ProjectNumber\_ProjectTitle

Example: OH0300\_ROH0011\_New Roof

4. File Names shall be named based on the information found in the title block of each drawing (where possible)

BuildingNumber\_ProjectNumber\_ProjectTitle\_SheetNumber.pdf

Example: OH0300\_ROH0011\_New Roof\_A06.PDF

- a. For drawings that have a cover sheet with a drawing index, please include the initials “CS” in the file name

Example: OH0300\_ROH0011\_New Roof\_G001\_CS.PDF

- b. For drawings that have incomplete information (missing project number, title, or sheet number) only include the information you have for the file title.

Examples: Missing project number: OH0300\_New Roof\_A06.pdf  
Missing project title: OH0300\_ROH0011\_A06.pdf

If there is a missing sheet number (very rare, but perhaps torn off or damaged), write a sequential number with a black marker (#1, #2, etc.) next to the title block and include it in the electronic file title .

Example: Missing sheet number: OH0300\_ROH011\_New Roof\_#1.pdf

***Naming conventions for Miscellaneous Paper Documents:***

1. For documents stored in folders, create an electronic file folder corresponding to the folder name of the file.

Example: The physical folder name is “Asbestos Correspondence 1969”  
The Windows folder name is “Asbestos Correspondence 1969”

2. For documents within a folder, number the source documents in the upper right corner of the page with a black pen and incorporate those numbers into the naming of the files.

Example: “Asbestos Correspondence 1969.1” (for the first page in file folder)  
“Asbestos Correspondence 1969.2” (for the second page)

More details may be given with each job for naming conventions, depending on each job. Please check with the GSA contact for further guidance, if needed.

***Naming conventions for Photos, Photo Slides and other document types (if applicable):***

The electronic collection file structure should closely mirror the physical collection. This will be coordinated on a job-by-job basis, since the naming conventions in some of these physical collections is not yet known.

**POST-PRODUCTION METADATA TAGGING AND TRANSMITTAL FORM (INVENTORY LIST):** The contractor will be required to have procedures in place to attach/embed metadata to each scan (3-5 identifiers per PDF). Metadata requirements will be provided by the GSA.

The contractor will be required to have procedures in place to create a transmittal form (inventory list) for each order. The contractor shall submit a sample transmittal form (in Microsoft Excel file format) to GSA so an agreeable format can be established at the start of the contract. The transmittal form will be completed by GSA for each order and include the specific instruction for how the order will be processed and the metadata to be used for each scan.

Transmittal forms will include, but may not be limited to, electronic file name, folder number, interior document accession numbered in sequence order, earliest date of item in folder, leasing numbers, building numbers and/or any other numbers noted in the documents.

***Transmittal Form for Building Plans/Drawings/Schematics:*** The list of documents scanned shall be delivered as an electronic and printed copy of a file in Excel spreadsheet format with the following information:

	GSA Scanning Project for: Name of GSA Employee Address of the pickup location Phone number	Pickup Date	Drop-off date	Invoice #
	By: Vendor Name Contact Name: Phone Number:			
	<b><i>Electronic File name</i></b>	<b><i>Project Title or folder name</i></b>	<b><i>Drawing date (mm-dd-yyyy)</i></b>	<b><i>Drawing Index (Yes =*)</i></b>
	<i>Below is a sample to model drawing lists after.</i>			
1.	OH0300_ROH0011_New Roof_A06.pdf	New Roof	11-2-2001	(left blank)
2.	OH0300_ROH0011_New Roof_G001_CS.pdf	New Roof	11-2-2001	*

***Transmittal Form for Miscellaneous Paper Documents, Photos and Photo Slides:*** The list of documents scanned shall be delivered as an electronic and printed copy of a file in Excel spreadsheet format with the following information. If the job has multiple sized – types of documents, combine items into the same form, but note the type of document (drawing, report, etc.) in the Notes field.

<b><i>File name (electronic file name)</i></b>	<b><i>Folder name that the file is in</i></b>	<b><i>Paper File date (if any)</i></b>	<b><i>Notes (if any)</i></b>
Asbestos Correspondence 1969.1.pdf	Asbestos Correspondence 1969	01/20/1969	
Asbestos Correspondence 1969.2.pdf	Asbestos Correspondence 1969	05/31/1969	

**PROVISION OF ADOBE ACROBAT PDF FILES:** The contractor will be required to create Adobe Acrobat PDF/A-2 archival files. The delivered PDF content shall be generated using the most recent version of Adobe Acrobat software. The delivered files shall be of such a size and resolution to produce optimum printing results for output on consumer quality desktop printing equipment.

The final Adobe Acrobat PDF/A-2 documents shall include the following qualities and features:

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

**DIGITAL ARCHIVING:** All digital files are to be saved to a portable hard drive in windows format.

Warning: All electronic media made by the contractor must be kept accountable and under reasonable security to prevent their unauthorized release.

Hard Drive labeling: The contractor shall label each directory on the portable hard drive using the naming convention specified by the GSA, in a professional manner to most accurately reflect the contents archived thereon.

**REASSEMBLY OF ORIGINALS:** Unless otherwise instructed, the contractor will be required to reassemble, refasten and return the original documents in the same sequence and same condition as furnished.

**PACKING:** Contractor shall re-box, re-pack and seal the furnished originals within the original container(s) in exactly the same way that they were furnished. The portable hard drive should be packed securely in padded envelopes or other packaging suitable for protection in transit.

**DELIVERABLES:** Once furnished files are scanned, they will be delivered to the point of pickup and the contact person with the following:

- The files that were picked up for scanning
- A portable hard drive of the files that were scanned into electronic format
- A list of the documents scanned (transmittal form/inventory list) in paper and electronic copy on the portable hard drive

The portable hard drive will be Windows formatted and the files shall be arranged in building project folders (See “Naming Conventions” section) with the collection of drawings associated with that project in that folder.

**DISTRIBUTION:** Deliver F.O.B. Destination to:  
GSA Public Buildings Service  
77 Forsyth Street, SW  
Atlanta, GA 30303

**INSIDE PICKUP AND DELIVERY IS REQUIRED AT EACH DESTINATION.**

Specific street address, room number, point of contact, and/or telephone number provided on the GPO Form 2511 Print Order may vary from the information provided in this contract. In any such circumstances, the information in the GPO Form 2511 Print Order shall take precedence.

**RETURN OF GOVERNMENT FURNISHED MATERIALS:** Upon completion of each order, all Government furnished material must be returned to the originating address listed under "Distribution" by the contractor using a contractor-owned vehicle.

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

**SCHEDULE:** Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the signed individual GPO Form 2511 Print Order.

A bi-weekly schedule will be established to deliver a completed order and pick up the next order. The schedule is subject to change in frequency or duration based on the production capacity of the contractor.

Furnished material will be ready for pickup upon notification by the Government.

Personnel entering each GSA facility must pass through and exit from a screening procedure that will not exceed 15 to 30 minutes for each pickup or delivery.

**Most orders must be completed and delivered within fourteen (14) calendar days.**

**Deliveries MUST be made no later than 2:00 p.m. on the scheduled delivery date.**

**The delivery date indicated on the print order is construed to be the "at destination" date.**

Unscheduled material such as instructions, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

### SECTION 3.- DETERMINATION OF AWARD

The Government will make an award a single firm that is able to meet all the requirements. The lowest bid will be determined by applying the prices offered in the "Schedule of Prices" to the following units of production which are the estimated requirements to produce one year's orders under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered during a like period of time.

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

I.

(A)

1. 800
2. 800
3. 800

(B)

1. 600,000
2. 600,000
3. 75,000
4. 75,000
5. 75,000
6. 75,000

(C)

1. 64,000
2. 8,000
3. 8,000
4. 1,000
5. 8,000
6. 1,000

(D)

1. 8,000
2. 800
3. 1,000
4. 100
5. 1,000
6. 100

(E)

1. 2000
2. 500
3. 250
4. 500

(F)

2

**SECTION 4.- SCHEDULE OF PRICES**

Bids offered are **F.O.B. Destination**.

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

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

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

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

The contractor is cautioned not to perform any operation(s) or produce any product(s) for which a price has not been offered under the contract. Further, the contractor is not to accept print orders which are outside the scope of the contract. Any changes made to the print order MUST be confirmed in writing by the Contracting Officer. If such orders are placed by the agency, and no Modification is received from the GPO, the contractor is to notify GPO immediately. Failure to do so may result in nonpayment.

**CONTRACTOR'S INVOICE FOR PAYMENT MUST BE ITEMIZED IN ACCORDANCE WITH THE SCHEDULE OF PRICES. FAILURE TO ITEMIZE IN ACCORDANCE WITH THE SCHEDULE OF PRICES MAY RESULT IN DELAYED PAYMENT.**

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

**I. ARCHIVAL SCANNING:** Prices offered shall include the cost of all required materials and operations as necessary for the complete production and distribution of the product listed in accordance with these specifications, including but not limited to secure pickup of sensitive furnished materials, individual scan identification, barcoding, scanning to PDF/A-2 or JPG format, OCR scanning, reversal of blueprints to right-reading, post-production metatagging, downloading scanned to contractor furnished portable hard drive, creation of transmittal form, re-assembly, packing, labeling, and secure delivery of scans and returned furnished materials.

- A. Scanning of building plans, drawings, schematics
  - 1. 24 x 36" ..... per scan .....\$ \_\_\_\_\_
  - 2. 30 x 42" ..... per scan .....\$ \_\_\_\_\_
  - 3. 36 x 48" ..... per scan .....\$ \_\_\_\_\_
  
- B. Scanning of Paper Documents up to 8.5 x 11"
  - 1. Grade B (single sided) ..... per scan .....\$ \_\_\_\_\_
  - 2. Grade B (double sided)..... per scan .....\$ \_\_\_\_\_
  - 3. Grade C (single sided) ..... per scan .....\$ \_\_\_\_\_
  - 4. Grade C (double sided)..... per scan .....\$ \_\_\_\_\_
  - 5. Grade D (single sided)..... per scan .....\$ \_\_\_\_\_
  - 6. Grade D (double sided)..... per scan .....\$ \_\_\_\_\_

\_\_\_\_\_  
(Initials)

- C. Scanning of 8.5 x 14" Paper Documents
  - 1. Grade B (single sided) ..... per scan .....\$ \_\_\_\_\_
  - 2. Grade B (double sided)..... per scan .....\$ \_\_\_\_\_
  - 3. Grade C (single sided) ..... per scan .....\$ \_\_\_\_\_
  - 4. Grade C (double sided)..... per scan .....\$ \_\_\_\_\_
  - 5. Grade D (single sided)..... per scan .....\$ \_\_\_\_\_
  - 6. Grade D (double sided)..... per scan .....\$ \_\_\_\_\_
  
- D. Scanning of 11 x 17" Paper Documents
  - 1. Grade B (single sided) ..... per scan .....\$ \_\_\_\_\_
  - 2. Grade B (double sided)..... per scan .....\$ \_\_\_\_\_
  - 3. Grade C (single sided) ..... per scan .....\$ \_\_\_\_\_
  - 4. Grade C (double sided)..... per scan .....\$ \_\_\_\_\_
  - 5. Grade D (single sided)..... per scan .....\$ \_\_\_\_\_
  - 6. Grade D (double sided)..... per scan .....\$ \_\_\_\_\_
  
- E. Scanning/Converting of photos and photo slides
  - 1. 4 x 6 " (or smaller)..... per scan .....\$ \_\_\_\_\_
  - 2. 5 x 7" ..... per scan .....\$ \_\_\_\_\_
  - 3. 8 x 10" ..... per scan .....\$ \_\_\_\_\_
  - 4. 35 mm photo slide ..... per conversion .....\$ \_\_\_\_\_
  
- F. Two suitable portable hard drives                      per drive .....\$ \_\_\_\_\_

**INSTRUCTIONS FOR BID SUBMISSION:** Fill out all pages in "Section 4.- Schedule of Prices" (pages 16 & 17), Security Plan (pages 18 & 19), and Certificate of Nondisclosure – Attachment A (pages 20 & 21), 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 GPO Form 910, "BID" form. Do not enter bid prices on GPO Form 910; prices entered in the "Schedule of Prices" will prevail.

Bidder \_\_\_\_\_

\_\_\_\_\_  
 (City - State)

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

\_\_\_\_\_  
 (Person to be contacted)

\_\_\_\_\_  
 (Telephone Number)

\_\_\_\_\_  
 (Email)

\_\_\_\_\_  
 (Contractor's Code No., if available)

**(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)**

**SECURITY PLAN:** Indicate below how you intend to meet the security requirements in accordance with these specifications:

Plan for secure document transport outside your facility, whether by contractor-owned vehicle, secure carrier, or other method: \_\_\_\_\_

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Procedure for safeguarding documents and chain of custody: \_\_\_\_\_

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Personnel training and authorization: \_\_\_\_\_

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\_\_\_\_\_  
(Initials)

**(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)**

Secured area including locked containers in a locked or secured area during non-duty hours: \_\_\_\_\_

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Electronic file and data storage security measures: \_\_\_\_\_

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**CONFIRMATION OF PRODUCTION SITE DETAILS:** Facility may be subject to an on-site preaward survey in accordance with the contract specifications. Include all production sites, including multiple locations utilized.

Actual production facility location:

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

\_\_\_\_\_  
(Initials)

**(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)**

CERTIFICATION OF NONDISCLOSURE  
“Attachment A”

In performance of the contract for Program 2420-S the contractor agrees to comply and assume responsibility for compliance by his/her employees with the requirements listed below.

**I. A. General Safeguards**

1. Some documents and/or items received by the contractor may be sensitive but unclassified (SBU) and must be properly safeguarded from unauthorized disclosure. All materials must be accounted for upon receipt, and securely stored before, during, and after processing in a location which will preclude unauthorized access. In addition, all related output shall be given the same level of protection as required for the source material. SBU data, when not in production, will be securely stored. Release of the materials to anyone not authorized is prohibited.
2. All work shall be performed under the supervision of the contractor or the contractor’s responsible employees.
3. The contractor will maintain a list of employees with authorized access. Such list will be provided upon request.
4. Individuals having access to the SBU data will be properly notified by the contractor of the sensitivity of the information and cautioned to preclude loss, theft, destruction or unauthorized access.
5. Any information marked “Official Use Only” or “Sensitive But Unclassified (SBU)” made available in any format or to which access is provided, shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor will be prohibited.
6. All work in progress materials in any format such as electronic files, materials, waste, etc. must be destroyed beyond recognition or reconstruction during production and upon completion of the order.
7. All materials received by the contractor must be returned as specified at the time of service request in the same condition as received. This includes reassembly in stacks, binders, sets, folders, etc., if disassembly was required.
8. The contractor certifies that the data processed during the performance of this contract shall be completely purged from all data storage components of his/her computer facility and no output will be retained by the contractor at the time work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any data remaining in any storage component will be safeguarded to prevent unauthorized inspection or disclosure.

\_\_\_\_\_  
(Initials)

**(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)**  
**CERTIFICATION OF NONDISCLOSURE**  
**“Attachment A- Continued”**

9. To meet functional and assurance requirements, the security features of the computer network environment must provide for managerial, operational and technical controls. The operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance and documentation (see definitions below). All security features must be available (object reuse, encryption, audit trails, identification/authentication, and discretionary access control) and activated to protect against unauthorized use of and access to SBU information.
- a. A Security Policy must define allowed users and rules of access. The policy should also provide for clearance of all protected information on objects before they are allocated out of or into the system, i.e., object reuse.
  - b. Accountability – Computer systems must be secured from unauthorized access. All security features (audit trails, identification/authentication) must be available and activated to prevent unauthorized access to SBU information.
  - c. Assurance – Access controls and other security features must be implemented and working. The security system should be tested annually to assure it is functioning correctly.
  - d. Documentation – Test documentation should be readily available that describes how and what mechanisms were tested and the results. Design documentation must also be included along with a user’s guide and facility manual.
10. Should the contractor or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of SBU information, the terms of the Default clause, GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 [Rev. 6-2001]), incorporated herein by reference, may be invoked, and the contractor will be considered to be in breach of this contract.

**II. B. Contractor Acceptance**

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

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

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

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

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

GPO Form 910  
(R 8-01) P.57021-4  
Part 1  
ORIGINAL

U.S. GOVERNMENT PRINTING OFFICE  
Printing Procurement Department

**BID**

All bids are subject to GPO Publication 310.2, Contract Terms (Rev. 6-01) which is incorporated by reference, and the representations and certifications on the reverse of part one of this GPO Form 910.

Shipment(s) 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 awarded on that basis. If shipment is not made from evaluation point, contractor will be responsible for any additional shipping costs incurred.)

PROGRAM NO. \_\_\_\_\_ (BIDDER TO ATTACH SCHEDULE OF PRICES TO THIS BID FORM)

or

JACKET NO. \_\_\_\_\_

BID \_\_\_\_\_

Additional \_\_\_\_\_ Rate \_\_\_\_\_

Discounts are offered for prompt payment as follows: \_\_\_\_\_ percent, \_\_\_\_\_ calendar days.  
See Provision 12 "Discounts" in GPO Contract Terms (Pub. 310.2).

Bidder hereby acknowledges amendment(s) number(ed) \_\_\_\_\_

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

**Notice: Failure to provide a 60 day bid acceptance period may result in expiration of your bid prior to award.**

**COMPANY SUBMITTING BID**

**PERSON AUTHORIZED TO BID**

Company \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Title \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Signature \_\_\_\_\_

GPO Contractor Code (if known) \_\_\_\_\_

Date \_\_\_\_\_

Telephone Number \_\_\_\_\_

Facsimile Number \_\_\_\_\_

Contracting Officer Review \_\_\_\_\_  
(Initials)

Date \_\_\_\_\_

Certifier \_\_\_\_\_  
(Initials)

Date \_\_\_\_\_

## Representations and Certifications

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

### REPRESENTATIONS.

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

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

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

### CERTIFICATIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The offeror certifies that-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Retain the certifications in the files; and

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

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

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

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