



GSA CONTRACT SCHEDULE 36 General Contract Information



FEDERAL SUPPLY SERVICE AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST FOR OFFICE, IMAGING & DOCUMENT SOLUTIONS



Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage™, a menu-driven database system. The Internet address for GSA Advantage™ is <http://www.gsaadvantage.gov>.

SCHEDULE TITLE

FSC GROUP 36

Special Item Numbers:	51 504	File Organization & File Maintenance Services
	51 506	Document Conversion Services

Contract Number: **GS-25F-0169M**

Contract Period: **June 5, 2007 – June 4, 2012**

For more information on ordering from Federal Supply Schedule, access the FSS Schedule web site at <http://www.fss.gsa.gov>.

Laducer & Associates, Inc.

201 Missouri Drive
Mandan, North Dakota 58554
(701) 667-1980 or FAX (701) 667-2970

CONTRACT ADMINISTRATION SOURCE

Marcella R. Marcellais marcella@laducer.com
201 Missouri Drive
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(701) 667-1980 or FAX (701) 667-2970
www.laducer.com

Business Size: Laducer & Associates, Inc. is a small disadvantaged business enterprise and veteran-owned entity. Graduated from SBA 8(a) program in January 2003.

Federal Supply Schedule Overview

A Federal Supply Schedule, also known as a Multiple Award Schedule (MAS) is a listing of Contractors that have been awarded a contract by GSA. Federal agencies located throughout the world can use the Office Imaging and Document Solution schedule to order their products and services.



GSA awards competitive contracts to those companies who propose schedule pricing that matches or beats the discounts they offer their best commercial customers. In addition, these prices have been reviewed for both fairness and reasonableness. The Federal Supply Schedule program mirrors commercial buying practices more than any other procurement process in the Federal government.

Laducer's Federal Supply Schedule for Office, Imaging & Document Solutions includes services in the following areas:

■ **SIN 51 504 - Records Management Services**

Record management services provide a comprehensive capability to solve the complex challenges posed by the movement, manipulation, archiving, security, and management of records. The Contractor provides professional management and administrative support personnel having the necessary skills to perform effective record management services for both classified and/or unclassified records. The services are provided using either Government or Contractor equipment and facilities or a combination of both. The Contractor provides those services necessary to meet the following record management objectives using Government equipment and facilities. The Record management objectives are to maintain the existing file room in a manner that permits the easy location, retrieval, and storage of files.

(a) **File Organization and Maintenance Services** - Generally on-site services i.e., organization of files not for storage, tracking of files, information and documents indexing, scanning, labeling, bar-coding and filing.

■ **SIN 51 506 - Document Conversion Services**

The process of document conversion involves state-of-the-art scanning of the original document's text and graphic image into digital data, which is then transferred to a new media and formatted for use in a document imaging and storage system. Comprehensive DCS are used to transfer text and graphic images in existing documents (e.g., correspondence, files, technical manuals, land records, charts, engineering drawings, legal instruments, etc.) in whatever media they currently exist (e.g., paper, aperture cards, microfiche, microfilm, roll film, etc.) onto a new delivery/storage media (e.g., CD-ROM disks, 4mm/8mm magnetic tape, magnetic storage disks, aperture cards, microfiche, microfilm, roll film, etc.) in any required format (e.g., raster images, ASCII text, SGML tagged for electronic distribution or publishing, PDF image files, etc.) required for use in a document imaging and storage system. Customized coding and indexing options are also available as part of the document conversion process. Complete DCS will be used for both unclassified and classified documents using Government or Contractor facilities or a combination of both.



Information for Ordering Offices and Customer Information

1. Awarded Special Item Numbers (SINs)
2. Maximum Order
3. Minimum Order
4. Geographic Coverage (Delivery Area)
5. Point(s) of Production
6. Discount and Statement of Net Price
7. Quantity Discounts
8. Prompt Payment Terms
9. Government Purchase Cards
10. Commercial Delivery Schedule
11. F.O.B. Points
12. Ordering Address
13. Payment Address
14. Warranty Provision
15. Terms and Conditions of Government Purchase Card Acceptance
16. Terms and Conditions Applicable to Commercial Services
17. Terms and Conditions Applicable to Commercial Services Incorporated by Reference
18. Data Universal Number System (DUNS) Number
19. Registration in Central Contractor Registration (CCR) Database
20. Labor Categories and Pricing

1. **Awarded Special Item Numbers (SINs)**

SIN 51-504(a) File Organization & File Maintenance Services
SIN 51-506 Document Conversion Services

2. **Maximum Order:** \$750,000

3. **Minimum Order:** \$100

4. **Geographic Coverage (Delivery Area)**

<u>Special Item Number</u>	<u>Coverage (Delivery Area)</u>
All SINs	48 contiguous states and the District of Columbia, including Alaska, Hawaii and Puerto Rico.

5. **Point(s) of Production**

Laducer's facility in Mandan (Morton County), North Dakota

6. **Discount and Statement of Net Price**

Prices shown herein are net (GSA discount has been deducted).

7. **Quantity Discount**

None.

8. Prompt Payment Terms

Net 30 days.

9. Government Purchase Cards

The Government Credit Card will be accepted with no additional discount.

10. Commercial Delivery Schedule

- (a) Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below:

<u>Special Item Number</u>	<u>Delivery Time (Days ARO)</u>
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All SINS	30 days
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- (b) Expedited Delivery Times. For those items that can be delivered quicker than the delivery times in paragraph (a) above, below is a time (days ARO) that delivery can be made when expedited delivery is requested:

<u>Special Item Number</u>	<u>Expedited Delivery Time (Days ARO)</u>
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All SINS	30 days or less, based on customer need
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- (c) Overnight and 2-Day Delivery Times. Overnight and 2-Day delivery is available. The schedule customer may contact the Contractor for rates.

- (d) Urgent Requirements: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

11. F.O.B. Points

FOB Destination within the 48 contiguous states and the District of Columbia, including Alaska, Hawaii and Puerto Rico.

12. Ordering Address

201 Missouri Drive
Mandan, North Dakota 58554
ATTN: James K. Laducer, President & CEO
(701) 667-1980 or FAX (701) 667-2970

boston@laducer.com

13. Payment Address

Laducer & Associates, Inc.
201 Missouri Drive
Mandan, North Dakota 58554

14. Warranty Provision

Laducer warrants the services delivered to the ordering agencies up to one year following the acceptance for each order.

15. Terms and Conditions of Government Purchase Card Acceptance

The Contractor and the ordering agency may agree to use the Government-wide commercial purchase card for dollar amounts over the micro-purchase threshold, and the Government encourages the Contractor to accept payment by the purchase card. The dollar value of a purchase card action must not exceed the ordering agency's established limit. If the Contractor will not accept payment by the purchase card for an order exceeding the micro-purchase threshold, the Contractor must so advise the ordering agency within 24-hours of receipt of the order.

16. Terms and Conditions Applicable to Commercial Services

Liquidated Damages—Supplies, Services, or Research and Development (FAR 52.211-11)

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, or each calendar day of delay the sum of no less than \$492.00 or as stipulated by the ordering agency.
- (b) Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under the Default—Fixed-Price Supply and Service clause in this contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.
- (c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Default—Fixed-Price Supply and Service clause in this contract.

Identification of Uncompensated Overtime (Oct 1997) 37.115 (FAR 52.237-10)

- (a) Definitions. As used in this provision—

Uncompensated overtime means the hours work without additional compensation in excess of an average of 40-hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Uncompensated overtime rate is the rate that results from multiplying the hourly rate for a 40-hour workweek by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour workweek basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\$20.00 \times 40 \text{ divided by } 45 = \17.78).

- (b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40-hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

- (c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.
- (d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.
- (e) The offeror shall include a copy of its policy addressing uncompensated overtime in its proposal.

Order Procedures for Services (Requiring a Statement of Work (May 2000) (G-FSS-920)

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

GSA has determined that the prices for services contained in the Contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

- (a) When ordering services, ordering offices shall—
 - (1) Prepare a Request (Request for Quote or other communication tool):
 - (i) A statement of work (performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.
 - (ii) The request should include a statement of work and request the Contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the prices in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other direct charges related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.
 - (iii) The request may ask the Contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the Contractor's experience and/or past performance performing similar tasks.
 - (iv) The request shall notify the Contractors what basis will be used for selecting the Contractor to receive the order. The notice shall include the basis for determining whether the Contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses.

- (2) Transmit the Request to Contractors:
 - (i) Based upon an initial evaluation of catalogs and price lists, the ordering office should identify the Contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as Contractor's locations, as appropriate).
 - (ii) The request should be provided to three (3) Contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to additional Contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the Contractor's costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.
- (3) Evaluate Responses and Select the Contractor to Receive the Order.

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule Contractor that represents the best value. (See FAR 8.404.)
- (b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs, ordering office shall—
 - (1) Inform Contractors in the request (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the Contractors to be awarded the BPAs.
 - (i) SINGLE BPA: Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule Contractor that represents the best value should be awarded the BPA. (See FAR 8.404.)
 - (ii) MULTIPLE BPAs: When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which Contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the schedule Contractor that represents the best value.
 - (2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404.)
- (c) The ordering office should give preference to small business concerns when two or more Contractors can provide the services at the same firm-fixed price or ceiling price.
- (d) When the ordering office's requirement involves both products as well as executive, administrative and/or professional services, the ordering office should total the prices for the

products and the firm-fixed price for the services and select the Contractor that represents the best value. (See FAR 8.404.)

- (e) The order office, at a minimum, should document orders by identifying the Contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of schedule Contractor's quotes that formed the basis for the selection of the Contractor that received the order and the rationale for any trade-offs made in making the selection.

Service Requirements (Mar 1999) (H-FSS-FCGE-506)

- (a) After contract award, the Government may solicit, and the Contractor is encouraged to propose independently, improvements to the services, features, or other requirements of the contract. These improvements may be proposed to save money, to improve performance, or for any other purpose which presents a service advantage to the Government. As part of the proposed changes, the Contractor may submit a price proposal to the Contracting Officer for evaluation. Those proposed service improvements that are acceptable to the Government would be processed as modifications to the contract.
- (b) At a minimum, the following information shall be submitted by the Contractor with each proposal:
 - (1) A description of the difference between the existing contract requirements and the proposed change, and the comparative advantages and disadvantages of each;
 - (2) Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revisions to the contract for each such change;
 - (3) An estimate of the changes in performance and cost/price, if any, that will result from adoption of the proposal;
 - (4) An evaluation of the effects that the proposed changes would have on collateral costs to the Government (e.g., Government-furnished property costs, costs of related items, and costs of maintenance, operation and conversion (including Government premise equipment));
 - (5) A statement of the time by which the contract modification adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract including supporting rationale; and
 - (6) Any effect on the contract completion time or delivery schedule.
- (c) The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any proposal not accepted by the Government within a period specified in the proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract is final and not subject to the "Disputes" clause of this contract.
- (d) The Contracting Officer may accept any proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice will be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate a proposal under this contract, the Contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing contract.

Transition Requirements (Mar 1999) (H-FSS-FCGE-507)

A smooth and orderly transition between the Contractor and predecessor or successor contract is necessary to ensure minimum disruption to vital Government business. The Contractor shall agree to furnish phase-in and phase-out services and exercises its best efforts and cooperation to assure a complete and orderly transition. The Contractor shall, upon the Contracting Officer's written notice, furnish

phase-in, phase-out services for up to 120 working days prior to the expiration date of this contract and to negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The Contractor shall provide sufficient, experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency. At its discretion, the Government may reduce, but not extend, the transition period.

Contractor Furnished Property/Services (Mar 1999) (H-FSS-FCGE-509)

Unless otherwise stated, the Contractor shall provide all the necessary manpower, resources, and equipment to accomplish the requirements stated herein, to include, but not be limited to, equipment necessary to accomplish EDI or other complete requirements.

Security Clearance Requirements (H-FSS-FCGE-512)

Some agencies may require various Contractor personnel to obtain a security clearance before receiving access to information and/or facilities. Security clearances, when required on individual task orders, will be obtained at the Contractor's expense.

The Contractor is responsible for pre-screening for suitability all persons proposed to work under any Task Order evolving from this contract and for ensuring that all persons have submitted to a Government-performed security investigation prior to assignment if required by the ordering agency.

Hold Harmless and Indemnification Agreement (Mar 1999) (H-FSS-FCGE-513)

The Contractor shall save and hold harmless and indemnify the Government against all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss of damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the use, service, occupancy or performance of work under the terms of this contract resulting in whole or in part from the acts or omissions to the Contractor or subcontractor, or any employee, agency or representative of the Contractor or subcontractor.

Government's Right of Recovery: Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provided for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damages is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction or damage to Government property.

Wage Determination (H-FSS-FCGE-514)

This contract is subject to the Service Contract Act pursuant to the Clause FAR 52.222-41 entitled "Service Contract Act of 1965, as Amended" in Section 1. As a result, the class of employees who are performing under this contract that are subject to the Service Contract Act shall be paid in accordance with the wage determination that is appropriate for the place of performance. Wage determinations will be incorporated at time of contract award.

17. Terms and Conditions Applicable to Commercial Services Incorporated by Reference

The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (July 1995).
52.222-41	Service Contract Act of 1965, as Amended (41 U.S.C. 351, et seq.).

52.222-42	Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
52.222-43	Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
52.222-44	Fair Labor Standards Act and Service Contract Act—Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
52.222-46	Evaluation of Compensation for Professional Employees (Feb 1993).
52.222-47	SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
52.222-49	Service Contract Act – Place of Performance Unknown (May 1989).
52.246-4	Inspection of Services – Fixed Prices (Aug 1996).
52.246-6	Inspection – Time and Materials and Labor Hour (Jan 1986).
52.249-4	Termination for Convenience of the Government (Services) (Short Form).

18. Data Universal Number System (DUNS) Number

16-420-2897

19. Registration in Central Contractor Registration (CCR) Database

CAGE Code: O1YE7

Laducer & Associates, Inc. is registered and active in the CCR database.



Labor Categories and Pricing

SIN	TITLE	DESCRIPTION OF SERVICES
51-504	File Organization & File Maintenance Services	Movement, manipulation, archiving, security and management of records. Perform effective record management for both classified and/or unclassified records. Maintain the existing file in a manner that permits easy location, retrieval, and storage of files. Preparation of files.
51-506	Document Conversion Services	The process of document conversion involves inputting the original document's text and/or graphic image into digital data, which is then transferred to a new media and formatted for use by the customer.

LABOR CATEGORIES	DESCRIPTION OF LABOR CATEGORIES	GSA/GOV'T RATE (Based on Keystrokes per hour/Rate per Keystroke per project requirement)
Data Key Operator I	Operators are proficient in keyboarding functions and understand multiple data entry screens. Operators perform data entry in multiple applications as needed and are quality-conscious, have an eye for detail and meticulous in performing tasks. Operators have good working habits with the ability to follow established guidelines and consistently produce high volumes of quality work. They work independently. <u>Education/Experience:</u> High school diploma or equivalent training and/or experience.	10,500 = \$.00268 10,000 = \$.00278 9,500 = \$.00297 9,000 = \$.00316 8,500 = \$.00335 8,000 = \$.00354 7,500 = \$.00373 7,000 = \$.00402
Data Key Operator II	Operators II are experienced in performing data entry and data entry quality control. Operators have a thorough understanding of the procedures for data processing and are quality-conscious, have an eye for detail and are meticulous in performing tasks. Operators have good work habits and possess the ability to follow established guidelines and consistently produce high volumes of quality work. The operators work independently and without distraction. <u>Education/Experience:</u> High school diploma or equivalent training and/or experience.	10,500 = \$.00268 10,000 = \$.00278 9,500 = \$.00297 9,000 = \$.00316 8,500 = \$.00335 8,000 = \$.00354 7,500 = \$.00373 7,000 = \$.00402

* Prices shown are net (GSA discount has been deducted and .75% IFF added)