

**SOLICITATION, OFFER, AND AWARD**

1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.

RATING

PAGE OF PAGES

1 | 34

2. CONTRACT NUMBER C980-M	3. SOLICITATION NUMBER RFP-C980-M	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) INVITATION FOR BID <input checked="" type="checkbox"/> NEGOTIATED (RFP) REQUEST FOR PROPOSAL	5. DATE ISSUED 7/24/2024	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY U.S. Government Publishing Office 732 N Capitol St., NW, Room C-848, Stop CSAPS		8. ADDRESS OFFER TO (If other than item 7)		

**NOTE:** In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**SOLICITATION**

9. Sealed offers in original and \_\_\_\_\_ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in emailed to apsacs@gpo.gov until 1 PM local time 8/14/2024  
(Hour) (Date)

**CAUTION - LATE Submissions, Modifications, and Withdrawals:** See Section L, Provision Number 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Brian Coleman	B. TELEPHONE (NO COLLECT CALLS)		C. EMAIL ADDRESS bcoleman@gpo.gov
		AREA CODE 202	NUMBER 7654517	EXTENSION

**11. TABLE OF CONTENTS**

(X)	SECTION	DESCRIPTION	PAGE(S)	(X)	SECTION	DESCRIPTION	PAGE(S)	
	PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM	1		I	CONTRACT CLAUSES	18-20	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS	4		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
	C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	5-7		J	LIST OF ATTACHMENTS	21	
	D	PACKAGING AND MARKING	9		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE	10		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	22-27	
	F	DELIVERIES OR PERFORMANCE	11					
	G	CONTRACT ADMINISTRATION DATA	12		L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	28-32	
	H	SPECIAL CONTRACT REQUIREMENTS	14-17		M	EVALUATION FACTORS FOR AWARD	33-34	

**OFFER (Must be fully completed by offeror)****NOTE:** Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause Number 52.232-8)	<input type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	<input type="checkbox"/> CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NUMBER	DATE	AMENDMENT NUMBER	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXTENSION		

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION UNDER THE UNITED STATES CODE AT: <input type="checkbox"/> 10 U.S.C. 3204(a) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusable**STANDARD FORM 33 (REV. 12/2022)**  
Prescribed by GSA - FAR (48 CFR) 53.214 (c)

**TABLE OF CONTENTS**

SECTION A: SOLICITATION, OFFER, AND AWARD FORM ..... 1

SECTION B: SUPPLIES OR SERVICES ..... 4

SECTION C: STATEMENT OF WORK ..... 5

    C.1 SCOPE ..... 5

    C.2 CONSULTING SERVICES ..... 5

    C.3 OBJECTIVES ..... 5

    C.4 GENERAL REQUIREMENTS ..... 6

    C.5 REGULATORY COMPLIANCE ..... 7

    C.6 DELIVERABLES ..... 7

    C.7 GLOSSARY OF TERMS ..... 7

SECTION D: PACKING, LABELING, AND MARKING ..... 9

    D.1 PACKAGING ..... 9

    D.2 MARKING ..... 9

SECTION E: INSPECTION AND ACCEPTANCE ..... 10

    E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB1998) ..... 10

    E.2 INSPECTION AND ACCEPTANCE ..... 10

    E.3 PERFORMANCE STANDARDS ..... 10

SECTION F: DELIVERIES AND PERFORMANCE ..... 11

SECTION G: CONTRACT ADMINISTRATION ..... 12

SECTION H: SPECIAL CONTRACT REQUIREMENTS ..... 14

    H.1 MINIMUM PROPOSAL ACCEPTANCE PERIOD ..... 14

    H.2 PREAWARD SURVEY ..... 14

    H.3 KEY PERSONNEL ..... 14

    H.4 SUBCONTRACTING ..... 15

    H.5 SECURITY ..... 15

    H.6 ORDERING ..... 15

    H.7 INDIVIDUAL TASK ORDERS ..... 15

    H.8 TERMINATION OF TASK ORDERS ..... 16

    H.9 TRAVEL ..... 17

    H.10 GOVERNMENT-FURNISHED PROPERTY ..... 17

    H.11 CONFIDENTIALITY OF DATA ..... 17

SECTION I: CONTRACT CLAUSES ..... 18

    I.1 REGULATIONS GOVERNING PROCUREMENT ..... 18

    I.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) ..... 18

    I.3 SERVICE OF PROTEST (AUG 1996) ..... 20

SECTION J: LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS .....21

SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS ....22

- K.1 52.219-1 SMALL BUSINESS CONCERN REPRESENTATION (APR 2002).....22
- K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998).....22
- K.3 52.204-6 DATA UNIVERSAL NUMBERING SYSTEMS (DUNS) NUMBER (JUN 1999) .....23
- K.4 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) .....24
- K.5 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) .....24
- K.6 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001).....24
- K.7 52.215-6 PLACE OF PERFORMANCE (OCT 1997).....25
- K.8 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND  
RESTRICTED COMPUTER SOFTWARE (MAY 1999) .....26
- K.9 AUTHORIZED NEGOTIATORS .....27
- K.10 CERTIFICATION.....27

SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO CONTRACTORS .....28

- L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) .....28
- L.2 TYPE OF CONTRACT (APR 1984).....28
- L.3 SERVICE OF PROTEST (AUG 1996) .....28
- L.4 EXPENSES RELATED TO OFFEROR SUBMISSIONS .....28
- L.5 GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS .....29
- L.6 INSTRUCTIONS FOR SUBMISSION OF PROPOSAL.....29
- L.7 TECHNICAL PROPOSAL.....29
- L.8 QUALITY PLAN.....29
- L.9 MANAGEMENT AND STAFFING PLAN.....30
- L.10 PAST PERFORMANCE .....30
- L.11 PROPOSAL PRESENTATION AND FORMAT .....31
- L.12 SUBMISSION AND CONTENT OF INDIVIDUAL TASK ORDER PROPOSALS .....32
- L.13 RESPONSIBILITY .....32

SECTION M: EVALUATION FACTORS AND AWARD PROCESS.....33

- M.1 GENERAL .....33
- M.2 PROPOSAL EVALUATIONS .....33
- M.3 BASIS FOR AWARD.....33
- M.4 TECHNICAL PROPOSAL.....33
- M.5 QUALITY PLAN.....33
- M.6 MANAGEMENT AND STAFFING PLAN.....33
- M.7 PAST PERFORMANCE .....33
- M.8 PRICE EVALUATION .....33
- M.9 EVALUATION CRITERIA FOR TASK ORDERS .....34
- M.10 AWARD OF CONTRACT .....34

## SECTION B: SUPPLIES AND SERVICES

The Government Publishing Office (GPO) intends to issue a Multiple Award Task Order Contract (MATOC) from this solicitation. The awardees will compete for task orders, issued as needed, for On-Site Consulting Services relating to the fields of printing, publishing, scanning, copier fleets, and operation of Government printing/copying facilities.

The GPO reserves the right to order any of or none of the services required in this contract.

If the Contracting Officer determines that a fair and reasonable price has not been obtained through the Task Order competition for a particular project, the Government reserves the right to contract for the work outside of this Task Order contract by whatever means are deemed appropriate.

Individual task orders will be awarded on the basis of lowest price, best value, or as otherwise stated in the individual task order.

The only work authorized under a Multiple Award Task Order Contract (MATOC) is work ordered by the Government through the issuance of task orders. The Government makes no representation concerning the number of Task Orders or the actual amount of work to be ordered under this contract.

Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the contractor shall not be required to make any deliveries under this contract after the performance time stated on the final task order (including option years).

One (1) or more of the following factors (criteria) may be identified in the Task Order Request for Proposal when the participating contractors under this umbrella contract compete for the award of a task order: 1) Price; 2) Past Performance; 3) Quality of Deliverables; 4) Ability to Meet Performance Schedule Requirements; 5) Relevant Experience; and, 6) any other criteria which may be identified by the Government based on project requirements.

The offeror shall include a 5% trade discount for all services provided under each task order awarded under this contract. The GPO will pay the contractor the amount billed, less the 5% trade discount, within 30 calendar days of receipt of the bill. The trade discount will be automatically applied by GPO and need not be listed on the invoice.

The offeror may include a prompt payment discount to the GPO in addition to the trade discount under each task order awarded.

Contract term for this MATOC shall be for two (2) years from date of award with up to three (3) optional 12-month extension periods.

NOTE: This umbrella contract coincides with the C951-M On-Site Services Umbrella contract. Any contractor awarded a task order under this umbrella contract will NOT be considered for award on corresponding task orders for the same facility on the C951-M or subsequent, successor contract unless specifically stated that it is acceptable in the task order.

## **SECTION C: STATEMENT OF WORK**

### **C.1 SCOPE:**

This Request for Proposal (RFP) is to solicit qualified consulting firm contractors who can perform consulting and other services as described herein. The awardees will compete for individual task orders issued as needed. All work will primarily be performed on-site at Federal Government facilities (both domestic and foreign destinations, as identified in the individual task order).

Each request for a task order will be sent electronically to ALL umbrella contractors. The Government reserves the right to limit competition on Task Orders when it is in the Government's best interest.

Contractors will be provided with a Statement of Work and other additional instructions as needed for each individual task order to be issued under this contract. These documents will be issued electronically.

### **C.2 CONSULTING SERVICES:**

The Government Publishing Office intends to issue a Multiple Award Task Order Contract from this solicitation.

The awardees will compete for fixed-price task orders, issued as needed, for consulting services. These services will primarily be performed on-site at Government facilities.

### **C.3 OBJECTIVES:**

Perform needs assessment and efficiency analysis for Government facilities regarding services. Task orders will define the objective(s) to be accomplished to include details for items such as:

- (1) Develop and provide multiple recommendations to maximize facility utilization and improve cost efficiency. Areas for review include:
  - (a) required platforms
  - (b) operating systems
  - (c) user interfaces
  - (d) network support
  - (e) document workflow
  - (f) application software
  - (g) digitizing/archiving files and workflows
  - (h) equipment requirements
  - (i) specific equipment (including application software meeting the requirements)
  - (j) quantity and location of the required equipment and software
  - (k) maintenance of the required equipment and software
  - (l) consumable supplies and replacement items
  - (m) personnel
  - (n) training
  - (o) required processes, procedures, and controls
- (2) Provide right-sizing of copier fleets, equipment and software recommendations, marketing, social media, 508 compliance.
- (3) Provide various recommendations for records management and document conversion service recommendations such as scan resolution, file type, indexing, and storage media.
- (4) Provide various recommendations and justifications for acquiring equipment or software such as printing/copying systems, binding systems, document management systems, digital imaging systems, finishing systems, document management, document management software, workflow, and process reengineering.

- (5) Perform a feasibility study of services related to rentals, conversion of rentals to purchase, leasing, cost-per-copy, flat-rate monthly fee, document production outsourcing, and document conversion.
- (6) Provide various recommendations and justifications for acquiring equipment or software such as mail meters, mail vehicles, address verification and barcoding, and mail automation.
- (7) Provide various recommendations for agency mailing solutions (both physical and digital).
- (8) Provide a comprehensive report and milestone schedule for acquiring and deploying the recommended equipment and/or software including the required training and the projected costs.
  - (a) The report may be requested to include an agency Statement of Work (SOW).
  - (b) The report may be requested to include requested feature tables for each of the recommended equipment.

#### **C.4 GENERAL REQUIREMENTS:**

All work performed under this contract shall be of the highest quality and consistent with best industry practices to assure timely provision of services, optimum customer satisfaction, and adequate protection of Government assets. Failure to meet these standards may result in the early termination of the contract.

The contractor shall provide all necessary administrative support to perform under this contract, to include but not limited to the following:

- (1) The contractor must designate a Project Manager who shall serve as the main point of contact and shall be responsible for the management and coordination of the project.
- (2) The contractor must have the capability to provide an overall assessment of the services defined in each task order and the ability to recommend multiple solution options to achieve the desired results defined in each task order to increase productivity and cost efficiency to the Government.
- (3) The contractor must clearly define the agency's requirements linked to the agency's strategic goals to ensure high quality and cost-efficient solutions.
- (4) The contractor must establish an on-going dialogue with the agency and GPO to discuss the status, report on progress against current work schedule, understand any new issues or concerns, report on standard product enhancements/revision plans, etc. This on-going dialogue will allow the Government to assess the performance against the original requirements and milestone schedule.
- (5) The contractor must recommend solutions that are logically planned and easy to apply, administer, and manage.
- (6) The contractor's results must be consistent with the scope of the task order requirements. Although the contractor will make recommendations, the Government will be the final approving authority.
- (7) Specific service requirements are outlined in each task order. Task orders specify the actual operations to be performed, period of performance, and any other significant factors relative to the requirement.
- (8) The contractor shall provide a Periodic Findings Report (in hardcopy and digital format) if required in the individual task order. The contractor shall maintain for a minimum of 12 months (on- or off-site) a backup copy of data generated as indicated in each task order.
- (9) The contractor shall provide technically competent personnel to fulfill all Government requirements for the consulting services to ensure that customer needs and dates are met with the highest customer satisfaction. All contractors under this multiple award contract shall provide the necessary skilled personnel including management at supervisory and administrative levels to implement the requirements specified per task order. The Government reserves the right to accept or reject applicants based on their qualifications and/or resumes and/or actual performance abilities.
- (10) Contractor personnel shall present a neat appearance and provide services in a professional and courteous manner while complying with agency applicable rules, regulations, and procedures.

- (11) Task orders may require contractor personnel to obtain a security clearance before award of the individual task order. Security clearances, when required on individual task orders, will be obtained at the contractor's expense.

### **C.5 REGULATORY COMPLIANCE:**

Contractors shall:

- (1) Comply with all federal, state, and local laws, rules, and regulations.
- (2) Obtain and ensure that all workforce members and affiliates hold all required licenses for software programs, permits, clearances, and insurance required by federal, state, or local authorities for work performed under this contract.
- (3) Understand and comply with U.S. Code Title 44.
- (4) Understand and comply with GPO Contract Terms Solicitation Provisions, Supplemental Specifications, and Contract Clauses Publication 310.2 (Revised 1-18)
- (5) Any and all data collected and generated on each task order shall become the ownership of the Government and shall not be shared.

### **C.6 DELIVERABLES:**

The contractor shall be responsible for performance of all work as outlined in the individual task order. Deliverables will include, but are not limited to:

- (1) A draft report will be provided to the agency point of contact, as well as GPO, in electronic delivery for review.
- (2) Upon approval of the draft report, delivery of a written report detailing the findings and recommendations of the task order.
- (3) Depending upon the individual task order requirements the final report may be required to include projected costs, a milestone schedule, multiple recommendations to increase productivity and cost efficiency, a Statement of Work (SOW), and requested feature tables.
  - (a) The SOW shall include, but may not be limited to, the following components as required by the ordering agency: project objectives, scope of work, place & time of execution, milestones, tasks, schedule, deliverables, testing requirements, expected outcomes, special terms/conditions, project acceptance criteria.
- (4) Contractor will present the findings in an in-person or virtual presentation to the agency based on feedback from the draft report. The report may be presented by various means as required in the task order (i.e., written document and oral presentation by Project Management Team only). Upon completion of the presentation, the contractor will include any questions asked and answers provided in the report for final delivery. Quantity of printed reports will be defined in each task order. The government may elect to record the presentation for further internal use. The contractor shall submit electronic copies of all presentation materials.

### **C.7 GLOSSARY OF TERMS:**

*Best Value:* The expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement taking into consideration both price and non-price factors.

*Project Manager:* The official responsible for planning and controlling assigned projects to achieve program goals.

*Project Management Professional (PMP):* A Project Manager who holds PMP certification credentials through the Project Management Institute (PMI) (<http://www.pmi.org/>).

*Solicitation:* A Request for Proposal.

*Task Order:* An order for services issued under a Task Order Contract. When such orders are issued under multiple award contracts, each awardee must be given a fair opportunity to be considered.

*Trade Discount:* A price discount required under the C980-M Consulting Services contract by the contractor. The GPO will pay the contractor the billed invoice amount less the 5% trade discount percentage.



**SECTION D: PACKAGING AND MARKING**

**D.1 PACKAGING:**

Payment of Postage and Fees - All postage, shipping costs, and fees related to submitting information including forms, reports, etc., to the Contracting Officer's Technical Representative (COTR) shall be paid by the contractor.

**D.2 MARKING:**

All information submitted to the COTR shall clearly indicate the contract number and task order number.

## SECTION E: INSPECTION AND ACCEPTANCE

### E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

This contract incorporates one or more clauses of the GPO Materials Management Acquisition Regulation (MMAR) by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their text available. The full text of a clause may be accessed electronically at: <https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/mmar.pdf?sfvrsn=2>

<u>Clause No.</u>	<u>Clause Title</u>	<u>Clause Date</u>
52.246-4	Inspection of Services-Fixed Price	(AUG 1996)

### E.2 INSPECTION AND ACCEPTANCE:

Inspection and acceptance of the services and support to be furnished hereunder shall be made by the COTR or other authorized representative designated in each task order.

### E.3 PERFORMANCE STANDARDS:

- (1) The services performed under this contract shall be done in a professional manner and be consistent with best industry practices.
- (2) The contractor shall perform thorough quality checks upon completion of each order. Checks shall include, but not be limited to, quality and verification of all work performed as requested by the customer.
- (3) The contractor shall have in place a dispute resolution process that details how customer complaints are handled and resolved. Any complaint not resolved to the satisfaction of the customer shall be resolved pursuant to contract dispute clause MMAR 52.233-1.

## SECTION F: DELIVERIES AND PERFORMANCE

This is a multiple-award task order type contract, which allows issuance of individual task orders to be awarded on the basis of lowest price, best value, or as otherwise stated in the individual task order.

Services shall be provided only as authorized by task orders issued by the GPO for the performance of services as defined in Section C.

Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the contractor shall not be required to make any deliveries under this contract after the performance time stated on the final task order (including option years).

Each task order shall specifically set forth the items to be delivered as either task completion or man-hours of effort, and the delivery date and/or period of performance.

The contractor shall provide services only as authorized by the Contracting Officer.

Authorization for services will be by written task order or modification (as specified below) signed by the designated Contracting Officer and will specify the following:

- (1) Date of Order
- (2) Contract Number and Task Order Number
- (3) Statement of Work/Tasks
- (4) Personnel Requirements
- (5) Task Order Requirements/Deliverables
- (6) Place of Performance
- (7) Period of Performance
- (8) Any other pertinent information

### **Amendments and Modifications:**

Task orders may be adjusted by the Contracting Officer before award by the issuance of written amendment(s), and after award by the issuance of written modification(s).

Changes to the terms and conditions of the basic contract shall be made in accordance with the "Notification of Change" Clause of the General Provisions. Contract changes shall be made by the Contracting Officer on an executed Standard Form 30.

## SECTION G: CONTRACT ADMINISTRATION

Contracting Officer (CO): Jeff Horbinski

Contracting Officer's Technical Representative (COTR): Brian Coleman

A person shall be appointed as the COTR for the purpose of conducting routine day-to-day monitoring of the services performed under this contract. The COTR will have certain assigned responsibilities to act for the Contracting Officer.

Each task order will have an agency point of contact (POC) who will be the on-site designated person for daily communication between Contractor and the Government. The POC does not have authority to make any Contractual obligations or changes.

### **PAYMENT METHOD:**

Submitting Invoices for the C951-M Umbrella Contract

- (1) On the Internet go to <http://winapps.access.gpo.gov/fms/vouchers/barcode/> and complete the bar code cover sheet according to the instructions below. The web page works with any personal computer supporting Adobe Acrobat.
- (2) The form has the following fields:
  - (a) Vendor Name: (Enter your company name in capital letters)
  - (b) Invoice Number: (Enter your invoice number)
  - (c) Purchase Order Number: (Enter the five-digit GPO purchase order number)
  - (d) Jacket Number: (Enter the six-digit GPO jacket number)
  - (e) Print/Work Order Number: (Enter the five-digit task order number)
  - (f) Terms: (Enter 05.000)
  - (g) Days: (Enter 00)
  - (h) Printing Invoice Type: (Leave this alone, it should read Printing Invoice)
- (3) Once you have entered the data on the form, click on the Submit button.
- (4) The bar code cover sheet is created as a PDF document.
- (5) After you create the bar code cover sheet and put it together with your invoice in the proper order (1. Bar Code Cover Sheet, 2. Agency approved invoice, 3. Signed Form 2511 for the POP month), fax it to GPO at 202-512-1851.

Notes:

- You can fax several invoices together as long as each invoice is put in the proper order with the bar code coversheet separating each invoice.
- To create additional bar code cover sheets, change the fields on the form and click on the submit button at the bottom of the form.
- If you need help with the bar code cover sheet please call GPO at 202-512-0864. If you have questions about the receipt or payment of your invoice please email [invoice-inquiry@gpo.gov](mailto:invoice-inquiry@gpo.gov).
- Invoices with any incorrect or incomplete information will be returned to the Contractor for resubmission. Both the agency and GPO may return invoices. If GPO returns the invoice then the resubmitted invoice will require a new sign off from the agency. The payment timeline shall start upon receipt of the corrected invoice.
- The Government will not pay the Contractor for unacceptable deliverable line item products.

**Payment Method**

The GPO will pay the Contractor the amount billed – less the 5% trade discount. Payment shall be made within thirty (30) days of receipt of the signed off invoice by the agency at GPO’s finance department.

Payments under this Contract will be made by the Government by electronic funds transfer (EFT). Call 1-800-BILLGPO to set up your EFT.

MMAR 52.232.34 “Payment by Electronic Funds Transfer – Other than Central Contractor Registration” is hereby incorporated by reference.

**Request for Waiver/Contractor Certification**

Effective January 1, 1999, payments on all GPO purchase orders will only be made by electronic fund transfer (EFT) unless you are granted a waiver. A waiver can only be granted if you certify below in writing that you do not have an account with a financial institution or an authorized payment agent and return the certification to the Contracting Officer.

I certify that I do not have an account with a financial institution or an authorized payment agent.

---

Signature and Date

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 MINIMUM PROPOSAL ACCEPTANCE PERIOD**

- (1) “Acceptance period,” as used in this provision is defined as the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.
- (2) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (3) The Government requires a minimum acceptance period of 60 calendar days.
- (4) On the “Solicitation, Offer, and Award” Form (see page 1 of this RFP), offerors may specify a longer acceptance period than the Government’s minimum requirement.
- (5) A proposal allowing less than the Government’s minimum acceptance period will be rejected.
- (6) The offeror agrees to execute all that it has undertaken to do, in compliance with the proposal, if that proposal is accepted in writing within the acceptance period stated in paragraph H.1(3), or any longer acceptance period stated in paragraph H.1(4).

### **H.2 PREAWARD SURVEY**

- (1) So that the Government may be assured each offeror can satisfy the requirements of both this Umbrella Contract as well as each task order opportunity, it reserves the right to conduct a pre-award survey on any or all offerors, and to consider the results of such survey in any determination to award.
- (2) A pre-award survey shall establish the Contractor’s competence in technical, managerial, financial, and similar areas related to the offeror’s ability to perform.
- (3) In order to determine the fiscal viability of the prime Contractor or any subcontractor, the Government reserves the right to conduct a financial determination. The Contractor under consideration for award may be required to provide one or more of the following financial documents:
  - (a) Most recent profit and loss statement,
  - (b) Most recent balance sheet,
  - (c) Statement of cash flows,
  - (d) Current official bank statement,
  - (e) Current lines of credit (with amounts available),
  - (f) Letter of commitment from credit supplier(s), and
  - (g) Letter of commitment from any subcontractor (if applicable).
- (4) The documents will be reviewed to validate that adequate financial resources are available to perform the Contract requirements. Documents submitted will be kept confidential and used only for the determination of fiscal viability by the Government. Failure to provide the requested information in the time specified by the Government may result in the Contracting Officer not having adequate information to reach an affirmative determination of fiscal viability.
- (5) The offeror is expected to cooperate in the pre-award survey and to provide all such reasonable information as may be necessary to its purposes.
- (6) Only those proposals from capable suppliers are solicited.

### **H.3 KEY PERSONNEL**

- (1) Provides a single primary point of contact name, address, phone, and email that all communication for the Umbrella Contract will use and that each Task Order RFP is to be sent to (via email) for the duration of this Contract. A single back-up will be allowed on the Contract. The back-ups contact information must be provided. If the back-up is a group email box, please provide that information only. The primary point of contact can be changed upon request in writing, however only one primary point of contact shall be granted at a time.

- (2) The personnel designated in the individual task order are considered essential to the work being performed under this Contract. Before removing, replacing, or diverting any of the proposed or specified personnel, the Contractor will notify the Contracting Officer within five (5) days in advance and submit justification (including proposed substitution) in sufficient detail to permit evaluation of the impact on the Contract.
- (3) Due to the nature of this Contract, a task order may require that the Project Manager be certified as a Project Management Professional (PMP).
- (4) The Contractor shall make no diversion without the Contracting Officer's written consent, provided that the Contracting Officer may ratify in writing the change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (5) The list of personnel specified in the Contract schedule may, with the consent of the Contracting parties, be amended from time-to-time during the course of the Contract to add and delete personnel.

#### **H.4 SUBCONTRACTING**

The predominant production function is facilities management. The predominant production function cannot be subcontracted. Subcontracting if allowed will be defined in each task order. Any offeror who cannot perform the predominant production function will be declared nonresponsible. (Facilities Management in this case is defined as services rendered on-site at a Government facility.)

#### **H.5 SECURITY**

Task orders may require Contractor personnel to obtain up to a Top Secret security clearance before award of the individual task order. Prior to submitting a proposal for the individual task order, the Contractor may be required to obtain and show proof of obtaining a security clearance before being allowed access to facilities and information. Security clearance levels will be defined in each task order if applicable.

#### **H.6 ORDERING**

- (1) Any supplies and services to be furnished under this Contract shall be competed and awarded by issuance of delivery orders or task orders by the individuals or activities designated in the schedule. Such orders may be issued from the date of the Contract award through the effective period of the Contract including all option years or option periods. Task orders may include up to four (4) option years which may extend beyond expiration of the Umbrella Contract.
- (2) All delivery orders or task orders are subject to the terms and conditions of this Contract. In the event of conflict between a delivery order or task order and this Contract, the Contract shall control.
- (3) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.
- (4) Any order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this Contract after the performance time stated on the final task order (including option years or option periods).

#### **H.7 INDIVIDUAL TASK ORDERS**

Since this is a multiple award solicitation, multiple task orders are anticipated to be issued. Each Contractor placed on this Contract will be given a fair opportunity to submit a proposal for individual task orders. All task orders will be sent out via email to the Contractors' point of contact for the Contract. The Government reserves the right to limit competition when in its best interest. This competitive process will be simplified in order to facilitate the order process and prevent undue administrative burden upon the Contractor and the Government. The following sections include the procedures that will be used in issuing orders and the procedures and selection criteria that will be used to provide all awardees a fair opportunity to be considered for each order.

- (1) Orders
  - (a) The Contracting Officer shall ensure that individual orders clearly describe all services to be performed or

supplies to be delivered. The Contracting Officer shall ensure that orders are within the scope of the Contract as stated in the Contract.

- (b) No protest under the MMAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a Task Order Contract or delivery order Contract except for a protest on the grounds that the order increases the scope, period, or maximum value of the Contract.

(2) Order Competition

- (a) The Government will not use any method (such as allocation) that would not result in fair consideration being given to Contractor awardees prior to placing each order.
- (b) The Government plans to provide for task order competition by notifying all qualified Contractors via email of the solicitation posting and due date for receipt of task order proposals. All task order cost/price proposals must be submitted and the individual task order posting may require Contractors to submit in an alternate fashion, e.g., oral presentations. Task order postings will include the following information: the Statement of Work, the level of effort (if applicable), the period of performance; the place of performance and/or delivery, the types/number of Government furnished property (if any), if security clearances and/or secured facilities are required, and any other pertinent information. The Government reserves the right to modify these procedures in any particular task order when determined to be necessary and in the Government's best interest.
- (c) The Contracting Officer will use their best judgment to decide which Contractor represents the lowest price or best value to the Government or as otherwise stated in the competition of individual orders. Evaluation factors for these task order competitions and their relative weights are discussed further below.

(3) Evaluation of Individual Task Orders

- (a) The award of a task order may be based on lowest price, best value, or as otherwise stated in the individual task order. One or more of the following factors (criteria) may be identified in the Task Order Request for Proposal when Contractors compete for the award of a task order: (1) Price, (2) Past Performance, (3) Quality of Deliverables, (4) Ability to Meet Performance Schedule Requirements, (5) Relevant Experience, and (6) any other criteria which may be identified by the Government based on project requirements.
- (b) The Contracting Officer or appointed ordering officer reserves the right to modify the above order evaluation criteria and weights to better suit the specific needs of each individual order. Any changes in the evaluation criteria shall be specified in the request for task order proposals.

## **H.8 TERMINATION OF TASK ORDERS**

- (1) The Government may terminate performance of work under any task order in whole or, in part if –
  - (a) If the Contractor presents a significant risk to the Government in completing the current Contract, the Contracting Officer shall determine whether termination for convenience or cancellation under appropriate Contract provisions is in the Government's best interest.
  - (b) The Contractor defaults in performing any order and fails to cure the default within ten (10) days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.
- (2) The Contracting Officer shall terminate the order by delivering to the Contractor a "Notice of Termination" specifying whether the termination is for default of the Contractor or for convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without fault or negligence of the Contractor as set forth in the "Excusable Delays" clause, the rights and obligations of the parties will be the same as if termination was for the convenience of the Government.
- (3) After receipt of a "Notice of Termination," and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the obligations specified in the "Termination (Cost



Reimbursement)” clause, the “Termination for Convenience of the Government (Fixed Price)” clause or the “Default (Fixed Price Supply and Service)” clause, whichever is applicable.

#### **H.9 TRAVEL**

- (1) Official travel of Contractor personnel away from their duty station that was not identified in the Contractor’s proposal and negotiated into the task order shall not be undertaken unless advance written approval has been obtained from the Contracting Officer. If travel causes additional costs to the task order, written approval by the Contracting Officer is also required.
- (2) The Contractor’s request for travel shall be in writing and contain the dates, location, and estimated costs of the travel.
- (3) Cost associated with the Contractor’s travel should not exceed the applicable rates found in the Federal Travel Regulations (FTR) in effect at the time of travel.
- (4) Offeror(s)/Contractor(s) will not be reimbursed for any costs incurred for travel related to the submission of a proposal.

#### **H.10 GOVERNMENT-FURNISHED PROPERTY**

Supplies and facilities will be furnished by the Government unless otherwise specified for in the individual task order.

#### **H.11 CONFIDENTIALITY OF DATA**

Duplication or disclosure of the data and other information to which the contractor shall have access as a result of this contract is prohibited. It is understood that throughout performance of this contract, the contractor shall have access to confidential data which is either the sole property of the GPO or is the sole property of other than the contracting parties. The contractor and his subcontractor(s) (if any) agree to maintain the confidentiality of all data to which access may be gained throughout contract performance, whether title thereto vests in the GPO or otherwise. The contractor and his subcontractor(s) (if any) agree to not disclose said data, any interpretations and/or translations thereof, or data derivative there from, to unauthorized parties in contravention of these provisions, without the prior written approval of the Contracting Officer or the party in which title thereto is wholly vested. Subcontractors are subject to the same stipulations and may be held responsible for any violations of confidentiality.

**SECTION I: FIXED PRICE SUPPLY CONTRACT CLAUSES**

**I.1 REGULATIONS GOVERNING PROCUREMENT:**

The U.S. Government Publishing Office is an agency of the legislative branch of the United States Government. Accordingly, the Materials Management Acquisition Regulation is Applicable to this procurement.

**I.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):**

This contract incorporates one (1) or more clauses by reference, with the same force and effect as if they were given in full text. The full text of a solicitation clause may be accessed electronically at:

<https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/mmar.pdf?sfvrsn=2>

Clause No.	Clause Title	Clause Date
52.202-1	Definitions	(DEC 2001)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restriction on Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.204-2	Security Requirements	(AUG 1996)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(JUL 1995)
52.211-9	Desired and Required Time of Delivery <i>Fill-in: will be filled in at the task order level</i>	(JUN 1997)
52.215-1	Instructions to Offerors – Competitive Acquisition	(MAY 2001)
52.215-2	Audit and Records – Negotiation	(JUN 1999)
52.215-8	Order of Precedence	(OCT 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data	(OCT 1997)
52.215-12	Subcontractor Cost or Pricing Data	(OCT 1997)
52.215-19	Notification of Ownership Change	(OCT 1997)
52.216-18	Ordering <i>Fill-in: date of award; the expiration of the contract</i>	(OCT 1995)
52.216-22	Indefinite Quantity <i>Fill-in: the expiration of the contract</i>	(OCT 1995)
52.217-2	Cancellation Under Multi-year Contracts	(OCT 1997)
52.217-8	Option to Extend Service	(NOV 1999)
52.217-9	Option to Extend the Term of the Contract <i>Fill-in: 30 days; 60 days; five years</i>	(MAR 2000)
52.222-1	Notice to the Government of Labor Disputes	(FEB 1997)
52.222-3	Convict Labor	(AUG 1996)
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	(SEP 2000)
52.222-20	Walsh-Healey Public Contract Act	(DEC 1996)

Clause No.	Clause Title	Clause Date
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(APR 2002)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	(DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	(DEC 2001)
52.222-41	Service Contract Act	(MAY 1989)
52.222-49	Service Contract Act – Place Unknown <i>Fill-in: places of performance of the task order; prior to the expiration of the contract</i>	(MAY 1989)
52.225-1	Buy American Act – Supplies	(MAY 2002)
52.225-13	Restrictions on Certain Foreign Purchases	(JUL 2000)
52.227-1	Authorization and Consent	(JUL 1995)
52.227-3	Patent Indemnity	(APR 1984)
52.227-14	Rights in Data - General	(JUN 1987)
52.227-18	Rights in Data – Existing Works	(JUN 1987)
52.227-19	Commercial Computer Software – Restricted Rights	(JUN 1987)
52.228-5	Insurance – Work on a Government Installation	(JAN 1997)
52.229-3	Federal, State and Local Taxes	(JAN 1991)
52.229-5	Taxes – Contracts Performed in U.S. Possessions or Puerto Rico	(APR 1984)
52.229-6	Taxes – Foreign Fixed-Price Contracts	(JAN 1991)
52.232-1	Payments	(APR 1984)
52.232-8	Discounts for Prompt Payments	(FEB 2002)
52.232-11	Extras	(APR 1984)
52.232-17	Interest	(JUN 1996)
52.232-18	Availability of Funds	(APR 1984)
52.232-23	Assignment of Claims	(JAN 1986)
52.232-24	Prohibition of Assignment of Claims	(JAN 1986)
52.232-34	Payment by Electronic Funds Transfer – Other Than Central Contractor Registration <i>Fill-in: upon registration with GPO</i>	(MAY 1999)
52.233-1	Disputes	(JUL 2002)
52.233-3	Protest After Award	(AUG 1996)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	(APR 1984)
52.239-1	Privacy or Security Safeguards	(AUG 1996)
52.242-13	Bankruptcy	(JUL 1995)
52.243-1	Changes – Fixed-Price <i>(Alternate I)</i>	(AUG 1987) (APR 1984)
52.244-2	Subcontracts <i>Fill-in: will be filled in at the task order level</i>	(AUG 1998)
52.244-6	Subcontracts for Commercial Items	(MAY 2002)
52.246-25	Limitation of Liability Services	(FEB 1997)

Clause No.	Clause Title	Clause Date
52.248-1	Value Engineering	(FEB 2000)
52.249-2	Termination for Convenience of the Government (Fixed-Price)	(SEP 1996)
52.249-8	Default (Fixed-Price Supply and Service)	(APR 1984)
52.252-2	Clauses Incorporated by Reference	(FEB 1998)
52.253-1	Computer Generated Forms	(JAN 1991)

**I.3 52.233-2 SERVICE OF PROTEST (AUG 1996):**

No protest under the MMAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a task order contract or delivery order contract except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract.

- (a) Protests, as defined in Section 33.101 of the MMAR, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer for Program C980-M both by physical mail at the U.S. Government Publishing Office, Customer Services, Room C-838, Stop: CSAP, 732 North Capitol Street, NW, Washington, DC 20401, and by email to [apsacs@gpo.gov](mailto:apsacs@gpo.gov) thereby obtaining written and dated acknowledgment of receipt from Jeff Horbinski, Contracting Officer, Program C980-M.
- (b) The copy of any protest shall be received in the office designated above within one (1) workday of filing a protest with the GAO.

**SECTION J: LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

Any relevant attachments, schematics, or exhibits will be included when necessary with each individual task order.

**SECTION K:  
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**THE OFFEROR MAKES THE FOLLOWING REPRESENTATIONS AND CERTIFICATIONS AS A PART OF THE OFFER IDENTIFIED ABOVE. (CHECK THE APPROPRIATE BOXES AND FILL IN BLANKS, AS APPLICABLE.)**

**K.1 52.219-1 SMALL BUSINESS CONCERN REPRESENTATION (APR 2002) (DEVIATION MMAR 52.219-1):**

- (a) Representation. The offeror represents and certifies as part of its offer that it  is, or  is not, a small business concern.
- (b) Definition. Small business concern, as used in this provision, means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in this solicitation.
- (c) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or, any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies including suspension and debarment; and (3) be ineligible for participation in programs conducted under the authority of the Act.

**K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998):**

(a) *Definitions.*

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (MMAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in MMAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

- TIN: \_\_\_\_\_.
- TIN has been applied for.
- TIN is not required because:
  - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - Offeror is an agency or instrumentality of a foreign government;
  - Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_.

(f) *Common parent.*

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name and TIN of common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

**K.3 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999):**

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.  
DUNS Number: \_\_\_\_\_
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
- (1) Company name.
  - (2) Company address.
  - (3) Company telephone number.
  - (4) Line of business.
  - (5) Chief executive officer/key manager.
  - (6) Date the company was started.

- (7) Number of people employed by the company.
- (8) Company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

**NOTE: ITEMS K.4 AND K.5 NEED TO BE CHECKED ONLY IF OFFER EXCEEDS \$10,000 IN AMOUNT.**

**K.4 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999):**

The Offeror represents that:

- (a) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It  has,  has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed Subcontractors, will be obtained before subcontract awards.

**K.5 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984):**

The Offeror represents that-

- (a) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**NOTE: ITEMS K.6 THROUGH K.9 DO NOT APPLY TO PROCUREMENTS OF \$25,000 OR LESS MADE THROUGH SMALL PURCHASE PROCEDURES.**

**K.6 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001):**

- (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 , are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have , have not , within the three-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;
    - (C) Are , are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
    - (D) Have , have not , within a three-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

(E) Are , 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)(D) of this provision.

(ii) (A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has , has not , within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws –

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or,

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or,

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has , 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 this 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.

(a) 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 is 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 this solicitation for default.

**K.7 52.215-6 PLACE OF PERFORMANCE (OCT 1997):**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,  intends,  does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE  
(STREET ADDRESS,  
CITY, STATE,  
COUNTY, ZIP CODE)

NAME AND ADDRESS OF OWNER  
AND OPERATOR OF THE PLANT  
OR FACILITY IF OTHER THAN  
OFFEROR OR RESPONDENT

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**K.8 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999):**

- (a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in MMAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the MMAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
- (b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data-General, the Offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the Offeror's response is not determinative of the status of such data should a contract be awarded to the Offeror.
- (c) The Offeror has reviewed the requirements for the delivery of data or software and states *[Offeror check appropriate block]*-
- None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.
  - Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data-General."

(End of provision)

**K.9 AUTHORIZED NEGOTIATORS:**

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:

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Name	Title
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Location	Phone
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By signature on the solicitation form, I hereby affirm that I am authorized, on behalf of the company, to enter into binding contractual agreements with the Government; and furthermore, that the person(s) named above  are,  are not, likewise so authorized.

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(Signature of the officer or employee responsible for the offer and date)

**K.10 CERTIFICATION:**

I HEREBY CERTIFY THAT I WILL ADHERE TO THE DATA RIGHTS CLAUSE(S) AND THAT THE RESPONSES TO THE ABOVE REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS ARE ACCURATE AND COMPLETE.

SIGNATURE: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS/CONTRACTORS**

**L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998):**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at <https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/mmar.pdf?sfvrsn=2>.

The contractor shall comply with the following Material Management Acquisition Regulation provisions that are incorporated by reference.

<u>Clause No.</u>	<u>Clause Title</u>	<u>Clause Date</u>
52.214-7	Late Submissions, Modifications, and Withdrawal of Bids	(NOV 1999)
52.214-34	Submission of Offers in the English Language	(APR 1991)
52.214-35	Submission of Offers in U.S. Currency	(APR 1991)
52.215-1	Instructions to Offerors – Competitive Acquisition	(MAY 2001)
52.217-3	Evaluation Exclusive of Options	(APR 1984)
52.217-4	Evaluation of Options Exercised at Time of Award	(JUN 1988)
52.217-5	Evaluation of Options	(JUL 1990)
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	(FEB 1999)
52.222-38	Compliance with Veteran’s Employment Reporting Requirements	(DEC 2001)
52.222-46	Evaluation of Compensation of Professional Employees	(FEB 1993)
52.232-38	Submission of Electronic Funds Transfer Information with Offer	(MAY 1999)
52.237-1	Site Visit	(APR 1984)

**L.2 TYPE OF CONTRACT (APR 1984):**

The Government Publishing Office intends to issue a Multiple Award Task Order Contract from this contract.

**L.3 52.233-2 SERVICE OF PROTEST (AUG 1996):**

No protest under the MMAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a task order contract or delivery order contract except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract.

- (a) Protests, as defined in Section 33.101 of the MMAR, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer for Program B980-M at the U.S. Government Publishing Office, Agency Publishing Services, Room C-838, Stop: CSAP, 732 North Capitol Street, NW, Washington, DC 20401, by obtaining written and dated acknowledgment of receipt from Jeff Horbinski, Contracting Officer, Program C980-M.
- (b) The copy of any protest shall be received in the office designated above within one (1) day of filing a protest with the GAO.

**L.4 EXPENSES RELATED TO OFFEROR SUBMISSIONS:**

The GPO will not reimburse any offeror for any costs incurred in the submission of a proposal; or in making necessary studies or designs for the preparations of such proposals; or for services or supplies procured in

preparing such proposals; or other expenses required by the offeror to qualify for award.

**L.5 GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS:**

Each proposal should be sufficiently completed and organized to ensure that the evaluation can be made on the basis of its content. It is important that the proposal be organized as specified below:

- (a) The instructions below provide guidance for the preparation and submission of proposals. Their purpose is to establish the requirements for the format and content of proposals so that proposals are complete, contain all essential information, and can be evaluated equitably. Offerors are cautioned that the use of any format other than the one described in this section could result in the evaluation panel's inability to give an "acceptable" rating.
- (b) Provides primary point of contact name, address, phone number, and email that each Task Order RFP is to be sent to for the duration of this contract.
- (c) Proposals - Offerors are advised that proposals shall be delivered to the Government Publishing Office via email to [apsacs@gpo.gov](mailto:apsacs@gpo.gov) . Proposals must be received on or before 1:00 p.m., EST, August 14, 2024. Proposals received after the time and date specified shall be considered late proposals and are subject to the clause entitled "Late Submissions, Modifications, and Withdrawals of Bids," MMAR 52.214-7. Facsimile and email transmissions of proposals in response to this umbrella contract solicitation are not allowed.
- (d) Proposal Preparation Costs – This request does not commit the Government to pay any cost incurred in the submission of any proposal or in making necessary studies for the preparation thereof; nor does it commit the Government to procure or contract for said services. The Contracting Officer is the only individual who can commit the Government to the expenditure of public funds in connection with this proposed procurement.
- (e) All questions or inquiries regarding this solicitation must be submitted in writing and emailed to the COTR at [bcoleman@gpo.gov](mailto:bcoleman@gpo.gov) .

**L.6 INSTRUCTIONS FOR SUBMISSION OF PROPOSAL:**

Offerors are hereby requested to submit a proposal in response to this solicitation that:

- (a) Includes one copy of this solicitation package. All applicable sections must be completed by the offeror. The offeror shall acknowledge receipt of all amendments.
- (b) Offeror is to show an understanding of the requirements of this contract.

**L.7 TECHNICAL PROPOSAL:**

Each Offeror shall prepare and submit a technical proposal. The main body of the proposal must provide sufficient information and detail to permit the evaluators to determine whether the Offeror has the knowledge, experience, and capability to perform the functions delineated in Sections C, D, E, and F.

Offeror shall indicate if they are capable of providing consulting services for services indicated in sections C, D, E, and F and describe in detail their abilities to provide these services.

Offeror must supply a sample findings and recommendations report that coincides with one of the past performance references in L.10. The report will not be a part of the proposal page limit.

The offeror shall provide information that identifies any subcontracting support that would be used in performing the requirements of consulting services. Offerors should identify contemplated subcontractors and provide documentation that describes past experience in employing subcontractors.

**L.8 QUALITY PLAN:**

The contractor shall provide and maintain an inspection system in accordance with MMAR 52.246-4, Inspection of Services – Fixed-Price (AUG 1996). The offeror shall delineate a program that is prevention-based and an approach to customer satisfaction that is proactive. At a minimum, the offeror shall address the following:

- (a) A customer complaint program that outlines the documentation of customer complaints that were received, how customer complaints will be investigated to determine validity, and a general description of how validated customer complaints will be resolved.
- (b) The contractor shall detail a self-inspection process that includes the involvement within proposed management structure to effectively and efficiently identify and correct problems and failures throughout the entire performance of this contract.
- (c) The offeror shall describe their quality control systems that they will use to monitor and ensure the quality of task orders as well as a typical consultation job to include job status, delivery and turn-around times, and security measurements (including security clearances and level of clearances) for safeguarding Government information and documents.

**L.9 MANAGEMENT AND STAFFING PLAN:**

The contractor shall submit a Management and Staffing Plan. The plan shall clearly demonstrate an understanding of the functional areas and tasks specified in the SOW. At a minimum, the offeror shall address the following:

- (a) The offeror shall explain how the management and staffing plan will enable the offeror to start projects quickly, conduct multiple projects concurrently, and complete complex tasks within narrow time frames while assuring the quality of products/services.
- (b) The offeror shall identify their firm's plan for providing employees to fulfill management levels, and skilled personnel capable of providing and performing the functions required for consulting and evaluation services on-site at Federal Government facilities (both domestic and foreign destinations, as identified in the individual task order).
- (c) Contractor shall describe how they will provide personnel where security clearances are required.
- (d) The offeror shall designate a primary point of contact that will be used for the umbrella contract as well as all task orders issued. Contractor must supply name, address, phone number and e-mail. This will be the person to whom all solicitations for task orders will be sent. It will be the responsibility of the primary point of contact to forward solicitations to whoever needs them within their company. Solicitations will only be sent to the primary point of contact.

**L.10 PAST PERFORMANCE:**

Past Performance information will be used as: (1) a pre-qualification determination; (2) a responsibility determination; and, (3) an evaluation factor to determine performance risk that demonstrates quality of performance relative to the size and complexity of this procurement. Relevant past performance experience includes:

- (1) consulting experience
- (2) similarity of the service
- (3) complexity
- (4) technology
- (5) magnitude of effort
- (6) contract scope and type
- (7) schedule

Quality of service includes the following: results and recommendations from services; contract compliance; timeliness of performance; cost control; business relations; phase-in of operations; and financial and business stability.

Offerors may describe any quality awards or certifications that indicate the offeror's technical excellence in the services requested. Indicate what segment of the company (one division or the entire company) received the award or certification and the date. If the award or certification is over three years old, present evidence that the qualifications still apply.

An evaluation will be conducted for each offeror on performance under existing and prior contracts for relevant services. Both independent data and data provided by offerors in their proposals may be used to evaluate offerors' past and or present performance.

Offeror must provide a minimum of three (3) references including the name, address, phone number, and detailed description of consulting services provided.

The offeror shall provide, in detail, its previous experience within the last five (5) years in providing on-site consulting and evaluation services.

The description shall discuss current and past contracts similar in scope and content to the work proposed (i.e., consulting and evaluation services performed), the approximate dollar value of each contract, point of contact and telephone number for each contract customer, the results achieved and customer satisfaction.

To be technically acceptable, the offeror must provide a minimum of five (5) different examples where they have performed consulting services for print related services. Offeror must detail the background and finding of the consultations.

#### **L.11 PROPOSAL PRESENTATION AND FORMAT:**

- (1) The following instructions shall be followed in preparing the contractor's technical proposal in response to all requirements. Failure of a proposal to show compliance with these instructions may be grounds for exclusion of the proposal from further consideration. Proposals shall be formatted on letter-size paper and shall be legible in all required copies.
  - (a) Proposals shall be prepared on 8-1/2 x 11" sheets printed face only. Legible charts and graphs may be used where practical to depict organizations, implementation schedules, technical data, etc. Such charts and graphs shall be uncluttered to preserve clarity. Foldout pages, up to 11 x 17", may be used for data (e.g., charts, diagrams, etc.) that can not be reasonably presented on a regular size page and will be counted as two pages. No printing is allowed on the back side of any pages. The maximum number of pages allowed is 50, excluding customer references and sample report. No marketing materials will be accepted.
  - (b) Proposal pages shall have page margins of at least 1" and foldout pages shall have page margins of at least 1/2".
  - (c) The type size for all the proposal documentation (to include tables, prices, etc., but not technical literature) shall be no smaller than 12 point.
  - (d) Each page shall contain a left justified header listing the volume, chapter, and/or section numbers, as appropriate. The appropriate title (volume, chapter, and/ or section) shall be included in the header and may be abbreviated if it does not conveniently fit at the top of the page.

Notwithstanding any other provision hereof, GPO expressly reserves the right to modify, withdraw, or terminate this solicitation, or any provision hereof, including, without limitation, any planned transaction described herein, at any time, without prior notice and in GPO's sole discretion.

GPO further reserves the right, in its sole discretion, to reject any and all responses to this solicitation, and/or to discuss or negotiate, in person or otherwise, any response, or any part thereof, made to this solicitation by any responding offeror without being or becoming obligated, or thereby undertaking any obligation, to discuss or negotiate, in person or otherwise, any other response made to this solicitation. GPO shall not be responsible or otherwise liable in any manner to any offeror responding to this solicitation, or considering any such response, or to any other person or offeror whatsoever, either for or on account of expenses paid or incurred by such person or offeror in considering, preparing, submitting, negotiating, or discussing such response to or with GPO, or for or on account of any other cost, expense, sum, damage, or other claim whatsoever.

All factual or other information and all other statements contained herein have been obtained from sources

believed to be reliable but GPO makes no representation or warranty whatsoever, express or implied, as to the accuracy, completeness, or any other aspect of any such factual or other information or other statements.

**L.12 SUBMISSION AND CONTENT OF INDIVIDUAL TASK ORDER PROPOSALS:**

Each individual task order proposal shall be sufficiently complete and organized to ensure that the evaluation can be made on the basis of its content. It is important that the technical and price proposals be organized as specified below.

Offerors are hereby requested to submit a proposal in response to the individual task order solicitation that:

- (1) Addresses all requirements as listed in the individual task order.
- (2) Demonstrates understanding of the task order requirements through submission of a Work Breakdown Structure that identifies in detail how the work will be performed.
- (3) Offerors shall submit their Proposal prepared in such format and detail as to enable the Government to make a thorough evaluation thereof and to arrive at a sound determination as to whether or not the offer can meet the Government's requirements as set forth in Sections C, D, E, and F. Proposal envelopes shall be submitted in one (1) package (envelope, box, etc.) and must clearly state on the front of the outside package identifying the name and address of the offeror, Request for Proposal Number B980-M.
- (4) The offeror may be required to have their previous or current clients complete and submit a Government furnished "Contractor Performance Evaluation" form.
- (5) Elaborate work samples, graphics, brochures, appendixes, and illustrations are neither necessary nor desired. Legibility, completeness, and adherence to format are essential.

**L.13 RESPONSIBILITY:**

The contractor shall be responsible according to the standards in MMAR Part 9, Contractor Qualifications.



## **SECTION M: EVALUATION FACTORS AND AWARD PROCESS**

### **M.1 GENERAL:**

This contract will be awarded to the successful offeror(s) following evaluation of proposals based on the Minimum Mandatory Requirements listed in accordance with the requirements of this RFP.

### **M.2 PROPOSAL EVALUATIONS:**

The Government hereby notifies offerors that taking exception to any term or condition of the RFP (including submitting any alternate proposal that requires relaxation of a requirement) could make an offer unacceptable.

### **M.3 BASIS FOR AWARD:**

The Government will make awards to the offeror(s) it feels best qualified to fulfill the requirements of this solicitation.

The following factors will be rated as satisfactory or unsatisfactory:

- (1) Technical proposal
- (2) Quality plan
- (3) Management and Staffing plan
- (4) Past performance.

Award will not be made to any offeror receiving an unsatisfactory in any rating.

### **M.4 TECHNICAL PROPOSAL:**

Each Offeror shall be evaluated on the information and detail supplied showing the Offeror has the knowledge, experience and capability to perform the functions delineated in Sections C, D, E, and F, and instructions found in L.7.

### **M.5 QUALITY PLAN:**

Each Offeror shall be evaluated on the information and detail supplied showing the Offeror has the knowledge, experience, and capability to perform the functions delineated in Sections C, D, E, and F, and instructions found in L.8.

### **M.6 MANAGEMENT AND STAFFING PLAN:**

The Offeror shall show that it has an understanding and capability to provide management services and staffing for multiple on-site projects. Offeror shall indicate how it would typically undergo developing a management plan and provide two (2) different management and staffing plans that have been used with success in the past.

Offeror shall show its process for providing capable and experienced personnel for the services specified under section C.3 that correspond to the response to M.4.

The Government shall evaluate the proposed Management and Staffing Plans to determine if the offeror clearly demonstrates an understanding of functional areas and tasks specified in sections C, D, E, and F, and instructions found in L.9.

The offeror shall designate a primary point of contact that will be used for the umbrella contract as well as all task orders issued. Contractor must supply name, address, phone number and e-mail. This will be the person to whom all solicitations for task orders will be sent.

### **M.7 PAST PERFORMANCE:**

Each Offeror shall be evaluated on the information and detail supplied showing the Offeror has the knowledge, experience, and capability to perform the functions delineated in Sections C, D, E, and F, and instructions found in L.10.

### **M.8 PRICE EVALUATION:**

**No pricing is required for response to this umbrella contract.**

**M.9 EVALUATION CRITERIA FOR TASK ORDERS:**

Evaluation criteria and technical factors for the individual task orders shall be disclosed in each task order.

**M.10 AWARD OF CONTRACT:**

This umbrella contract will be awarded to the successful offeror(s) following evaluation. Awardees are granted the opportunity to respond to task order solicitations. The award document will be the "Solicitation, Offer, and Award" Form (see page 1 of this RFP). This form will be executed by the Contracting Officer on behalf of the Government.

Individual task orders will be sent to contractors under this contract for the opportunity to respond to solicitations. Task orders will be awarded following evaluation of technical proposals and price proposals based on lowest price, or at the Government's option, best value, or as otherwise stated in the individual task order.