

**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 | 43

2. CONTRACT NUMBER D951-M	3. SOLICITATION NUMBER RFP - D951-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 10/25/2024	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY U.S. Government Publishing Office, 732 N Capitol St., NW, Room C-848, Stop CSAPS, Washington, DC 20401		8. ADDRESS OFFER TO (If other than item 7) Submit via email to <a href="mailto:apsacs@gpo.gov">apsacs@gpo.gov</a>		

**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](mailto:apsacs@gpo.gov) until 1 PM local time 11/27/2024  
(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 Lauren M. Helming	B. TELEPHONE (NO COLLECT CALLS)		C. EMAIL ADDRESS <a href="mailto:lhelming@gpo.gov">lhelming@gpo.gov</a>
		AREA CODE 202	NUMBER 5120054	EXTENSION

**11. TABLE OF CONTENTS**

(X)	SECTION	DESCRIPTION	PAGE(S)	(X)	SECTION	DESCRIPTION	PAGE(S)
<i>PART I - THE SCHEDULE</i>				<i>PART II - CONTRACT CLAUSES</i>			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	21
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	5	<i>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</i>			
X	C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	6	X	J	LIST OF ATTACHMENTS	26
X	D	PACKAGING AND MARKING	11	<i>PART IV - REPRESENTATIONS AND INSTRUCTIONS</i>			
X	E	INSPECTION AND ACCEPTANCE	12	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	27
X	F	DELIVERIES OR PERFORMANCE	13				
X	G	CONTRACT ADMINISTRATION DATA	14	X	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	33
X	H	SPECIAL CONTRACT REQUIREMENTS	16	X	M	EVALUATION FACTORS FOR AWARD	40

**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)
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 B: SUPPLIES OR SERVICES ..... 5

SECTION C: STATEMENT OF WORK..... 6

    C.1 BACKGROUND ..... 6

    C.2 SCOPE ..... 6

    C.3 ON-SITE SERVICES ..... 6

    C.4 OBJECTIVES ..... 6

    C.5 GENERAL REQUIREMENTS ..... 6

    C.6 REGULATORY COMPLIANCE ..... 9

    C.7 DELIVERABLES..... 9

    C.8 GLOSSARY OF TERMS ..... 9

SECTION D: PACKAGING AND MARKING ..... 11

    D.1 PACKAGING ..... 11

    D.2 MARKING ..... 11

SECTION E: INSPECTION AND ACCEPTANCE..... 12

    E.1 INSPECTION AND ACCEPTANCE ..... 12

    E.2 QUALITY..... 12

    E.3 PERFORMANCE STANDARDS ..... 12

SECTION F: DELIVERIES AND PERFORMANCE ..... 13

SECTION G: CONTRACT ADMINISTRATION DATA..... 14

SECTION H: SPECIAL CONTRACT REQUIREMENTS ..... 16

    H.1 MINIMUM PROPOSAL ACCEPTANCE PERIOD ..... 16

    H.2 PRE-AWARD SURVEY ..... 16

    H.3 KEY PERSONNEL ..... 17

    H.4 SUBCONTRACTING ..... 17

    H.5 SECURITY ..... 17

    H.6 ORDERING..... 17

    H.7 INDIVIDUAL TASK ORDERS..... 18

    H.8 TERMINATION OF TASK ORDERS ..... 19

    H.9 TRAVEL..... 19

    H.10 GOVERNMENT-FURNISHED PROPERTY ..... 19

    H.11 CONFIDENTIALITY OF DATA ..... 20

SECTION I: FIXED PRICE CONTRACT CLAUSES ..... 21

    I.1 REGULATION GOVERNING PROCUREMENT ..... 21

    I.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) ..... 21

I.3	MMAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997).....	25
SECTION J: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS.....		26
SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS .....		27
K.1	MMAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998).....	27
K.2	MMAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999) .....	28
K.3	MMAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001) .....	28
K.4	MMAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997).....	29
K.5	MMAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) (DEVIATION MMAR 52.219-1).....	30
K.6	MMAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) .	30
K.7	MMAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) .....	30
K.8	MMAR 52.225-2 BUY AMERICA ACT CERTIFICATE (MAY 2002) .....	30
K.9	MMAR 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999) .....	31
K.10	AUTHORIZED NEGOTIATORS .....	31
K.11	CERTIFICATION .....	32
SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS/ CONTRACTORS		33
L.1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) .....	33
L.2	MMAR 52.216-1 TYPE OF CONTRACT (APR 1984).....	33
L.3	MMAR 52.233-2 SERVICE OF PROTEST (AUG 1996) .....	33
L.4	EXPENSES RELATED TO OFFEROR SUBMISSIONS .....	34
L.5	GENERAL INSTRUCTIONS FOR PREPARATION OF PROPOSALS .....	34
L.6	INSTRUCTIONS FOR SUBMISSION OF PROPOSAL .....	34
L.7	PROPOSAL PRESENTATION AND FORMAT .....	35
L.8	TECHNICAL PROPOSAL .....	36
L.9	QUALITY PLAN .....	36
L.10	MANAGEMENT AND STAFFING PLAN.....	37
L.11	PAST PERFORMANCE .....	37
L.12	FINANCIAL CAPABILITY .....	38
L.13	SUBMISSION AND CONTENT OF INDIVIDUAL TASK ORDER PROPOSALS.....	38
L.14	RESPONSIBILITY.....	39
SECTION M: EVALUATION FACTORS FOR AWARD .....		40
M.1	GENERAL.....	40
M.2	PROPOSAL EVALUATIONS.....	40
M.3	BASIS FOR AWARD .....	40

FACTOR 1 – TECHNICAL PROPOSAL.....	40
FACTOR 2 – QUALITY PLAN .....	41
FACTOR 3 – MANAGEMENT AND STAFFING PLAN.....	41
FACTOR 4 – PAST PERFORMANCE .....	41
FACTOR 5 – FINANCIAL CAPABILITY .....	41
M.4 PRICE EVALUATION .....	43
M.5 EVALUATION CRITERIA FOR TASK ORDERS .....	43
M.6 AWARD OF CONTRACT.....	43

## SECTION B: SUPPLIES OR SERVICES

- (1) 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 various On-site Services to be performed at Government facilities.
- (2) The GPO reserves the right to order any of or none of the services required in this contract.
- (3) If the Contracting Officer (CO) 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 MATOC by whatever means is deemed appropriate.
- (4) Individual task orders will be awarded on the basis of best value, lowest price technically acceptable, or as otherwise stated in the individual task order.
- (5) The only work authorized under a 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.
- (6) 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).
- (7) One or more of the following factors (criteria) may be identified in the Task Order Request for Proposal (RFP) when Contractors compete for the award of a task order: (1) Price, (2) Technical Capability/Approach (3) Past Performance, (4) Quality of Deliverables, (5) Ability to Meet Performance Schedule Requirements, (6) Relevant Experience, and (7) any other criteria which may be identified by the Government based on project requirements.
- (8) The Offeror shall include a 5% trade discount for all services provided under each task order awarded under this contract. The trade discount is applicable to each task ordered awarded under this contract, regardless of the scope of the individual task order. 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. The trade discount will be automatically applied by GPO and need not be listed on the invoice.
- (9) The Offeror may include a prompt payment discount to the GPO in addition to the trade discount under each task order awarded.
- (10) Contract term for this MATOC shall be for two (2) years from the Term of Program date listed on the issued Purchase Order with up to three (3) optional 12-month extension periods.

**NOTE:** This Umbrella Contract coincides with the C980-M Umbrella Contract for consulting services. Any Contractor awarded a task order under the C980-M contract will NOT be considered for award on corresponding task orders for the same facility on the D951-M contract unless specifically stated that it is acceptable in the task order or approved by the Contracting Officer.

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

### **C.1 BACKGROUND**

The 951-M Umbrella Contract was established in 2005 to provide on-site services to the Government sector. Now in its 19th year the 951-M continues to grow year-over-year with an average of twenty (20) Task Order contracts awarded per year with an average award amount exceeding \$2,000,000.00 per task order. Each task order contract is individually written to meet the needs of each agency.

### **C.2 SCOPE**

This Request for Proposal (RFP) is to solicit and qualify Contractors who can perform on-site services at various Federal Government agencies to include the contiguous United States (CONUS) and outside of the contiguous United States (OCONUS) locations. All work will primarily be performed on-site at Federal Government facilities throughout the United States. Services may include copying/printing/scanning/faxing and related equipment; production and finishing equipment; personnel; scanning and digitization services; mailing equipment and solutions (both physical and digital); software solutions and services that integrate with copying and printing equipment; and other print related services as described herein. The awardees will compete for individual task orders issued as needed.

Each request for a task order will be sent electronically to all Umbrella Contractors. Each Contractor must designate a single point of contact to receive all task order RFPs. A back-up point of contact shall also be provided in the event the primary point of contact is unavailable. 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 opportunity to be issued under this contract. These documents will be issued electronically via email to the Contractor's primary and back-up points of contact.

### **C.3 ON-SITE SERVICES**

The Government Publishing Office intends to issue a Multiple Award Task Order Contract (MATOC) from this solicitation. The awardees will compete for fixed-price task orders, issued as needed, for provision (leased and/or procured) of equipment, on-site services, operations, and other services.

### **C.4 OBJECTIVES**

The primary objectives of the D951-M program include, but are not limited to:

- (1) Provide a practical turnkey solution to agency requirements for a full range of services on-site at Federal Government facilities.
- (2) Review and implement recommendations in accordance with the findings of the applicable C980-M consulting services task order, if applicable.
- (3) Provide on-site operational and management personnel as required for effective production.
- (4) Provide print, print related equipment and solutions, or use existing Government-owned equipment and administer on-going equipment maintenance (both preventative and break-fix).

### **C.5 GENERAL REQUIREMENTS**

- (1) All work performed under this contract shall be of the highest quality, 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.

- (2) Required services may include but are not limited to the following:
  - (a) Printing and Duplicating
  - (b) High Speed Copying
  - (c) On-Demand Digital Printing
  - (d) Binding and Finishing Operations
  - (e) Mailing, Distribution and Delivery Services
  - (f) Scanning and Document Conversion Services
  - (g) Litigation Copying Services
  - (h) Electronic Document Storage and Digital Asset Management
  - (i) Mail Equipment and Services (both physical and digital)
  - (j) Managed Print Services
  - (k) TAA Compliant Copying, Printing, Scanning, and Finishing Equipment
  - (l) Equipment Maintenance
  - (m) Fleet Management
  - (n) Fax Server Solutions and Integration
  - (o) Mobile Print/Copy Centers
  - (p) Customer Service Duties
  - (q) Printing Services Specialist Expertise
  - (r) On-site Labor
  - (s) Other services as indicated in individual task orders.
- (3) The Contractor shall provide all necessary administrative support to perform under this contract.
- (4) The Contractor shall perform program management functions to ensure the appropriate Contractor personnel produce quality products and services on schedule. The program management functions shall include timely reports to the Government which will be defined in each task order.
  - (a) The Contractor must designate a Project Manager on each task order who shall serve as the main point of contact and shall be responsible for the management and coordination of the project.
  - (b) Specific service requirements will be outlined in each task order. Task orders will specify the actual services and operations to be performed, period of performance, and any other significant factors relative to the requirement.
  - (c) Contractors must possess a quality control system that monitors and ensures the quality of services required. Such a system shall ensure the highest quality of the impressions of finished printing/copying operations or services on the medium produced by the Contractor. Contractors shall have demonstrated past performance history applying contemporary quality control techniques and measures performed on comparable jobs.
  - (d) Additionally, Contractors shall safeguard the Government's records at all times.
  - (e) Provide customer service and support through direct and personal interface with agencies at their facilities.

- (f) Contractor performance standards shall be commensurate with commercial application of standards for a typical copying, printing, and service requirement. The application of standards may cover job turn-around time; maximum number of impressions per day, month or hour; output quality of the mediums; management of consumable supplies; submission of periodic reports; and any other factors of significance to the customer agency.
  - (g) As indicated in the individual task orders, the equipment necessary to implement the required services may be newly installed or existing Government owned property. The equipment may also be installed by the Contractor in Government locations under purchase, lease, or lease-to-ownership plans depending upon the agency's need and requirements per task order. The copier equipment may range from low volume to high volume copiers, digital color photocopiers, scanners, finishing, and other equipment types relative to the services indicated. Any additional equipment or services will be indicated in the individual task order. Contractors may be required to possess Electronic Data Interchange (EDI) capability for the purpose of receiving, processing, auditing, storing and transmitting electronic data for printing/copying purposes. In addition, IT expertise may be required. For services rendered on Government property, at a minimum, the Government will provide the required space and electricity.
  - (h) Contractor will have sole responsibility for maintaining equipment furnished by the Contractor or Government owned equipment under MPS requirements (if stated) in resulting task orders.
  - (i) Offeror must be competent to service any software or equipment within the scope of the resultant awarded task order contracts and within the specific geographical areas covered.
  - (j) Contractors will be responsible for all costs associated with services, machine repairs, and supplies (for example: toner, paper clips, rubber bands, clamps, etc.); ordering, delivery, and storage of all supplies; installation and removal of all equipment; and maintenance unless otherwise stated in each individual task order.
  - (k) The facility must be kept in an orderly fashion with supplies stored in a safe manner. The Contractor shall be responsible for securing supplies and equipment after regular working hours. Any losses or damage due to unauthorized use of equipment or supplies shall be borne by the Contractor.
  - (l) The Contractor shall provide periodic production and volume reports (in hardcopy and digital format) as required in the individual task orders. The Contractor shall maintain all reports for the duration of the task order (on-site or offsite) and a backup copy of all data generated. Failure to comply with and adhere to the reporting requirements within a task order could result in termination for default, and repeated failure could result in removal from the D951-M Program.
- (5) The Contractor shall provide technically competent personnel with the necessary skills to fulfill all Government requirements for the services herein to ensure that customer delivery dates are met with the highest customer satisfaction. All Contractor personnel shall be experienced, knowledgeable, capable of providing all service requirements defined in each task order, and operating all equipment in their functional area(s). Personnel may be required to have and maintain clearances. Any security clearance requirements will be defined in each task order. Personnel requirements if necessary will be defined in each task order.
- (a) The Contractor shall ensure that the facility is adequately staffed and fully operational in accordance with the terms of the task order and shall keep the Government fully advised of any difficulties which would adversely affect delivery of products ordered. The Project Manager shall also be responsible for problem resolution that may result from the operation of the facility.
  - (b) The Contractor shall provide substitute personnel to perform in the absence (illness or vacation) of the Project Manager and Contractor personnel. Substitutes shall perform in complete

compliance with the specifications of the individual task order.

- (c) The Contractor shall be responsible for training its employees. The Contractor shall provide skilled personnel capable of operating the required types of equipment or software solutions. Exceptions may be made in order to familiarize Contractor personnel with agency procedures and for any possible Government furnished equipment during the term of the contract.
  - (d) 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.
  - (e) 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.
  - (f) The Government reserves the right to accept or reject offers based on their qualifications and/or resumes, or actual performance abilities.
- (6) In the event a follow-on task order is awarded to other than the incumbent Contractor, the incumbent Contractor shall cooperate to the extent required to permit an orderly changeover to the successor Contractor without impact on the government's ability to continue day-to-day operations.

## **C.6 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/or generated on each task order shall become the ownership of the Government and shall not be shared.

## **C.7 DELIVERABLES**

The Contractor shall be responsible for performance of all work and deliverables as outlined in the individual task order contract.

## **C.8 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 D951-M On-site Services contract by the Contractor and is applicable to each task ordered awarded under this contract, regardless of the scope of the individual task order. 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 Government shall be paid by the Contractor.

**D.2 MARKING**

All information submitted to the Government shall clearly indicate the Contract number (D951-M) and the task order number.

## **SECTION E: INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION AND ACCEPTANCE**

Final inspection and acceptance of all services and support to be furnished hereunder shall be made by the COTR, ordering agency, or other authorized representative designated in each task order.

### **E.2 QUALITY**

The quality of items produced shall conform to, and when necessary will be evaluated against, GPO Contract Terms, Quality Assurance through Attributes Program (QATAP) for Printing and Binding as detailed in GPO Pub.310.1, effective May 1979 (revised August 2002.)

### **E.3 PERFORMANCE STANDARDS**

- (1) The services performed under this contract shall be done in a professional manner and shall be consistent with best industry practices and at least meet generally accepted commercial standards.
- (2) Unless otherwise directed, copies shall represent the original as closely as possible with reference to position of the data on the page, fidelity to the original, quality of print, size of print, fidelity to the original color, page order, and so forth. Smudged, off-center, bent, spindled or out-of-order copies shall not satisfy the intent of this contract and the intended definition of professional and generally accepted commercial standards. Copies shall be free of background toner.
- (3) 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.
- (4) If order quality fails to conform to the standards referenced in each task order, the Contractor may be required to replace equipment, reprint the order or re-perform the duties at the Contractor's expense.
- (5) 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 Disputes Clause – MMAR 52.233-1.

## **SECTION F: DELIVERIES AND PERFORMANCE**

- (1) This is a Multiple Award Task Order Contract, which allows issuance of individual task order contracts to be awarded on the basis of lowest price technically acceptable, best value, or as otherwise stated in the individual task order.
- (2) Services shall be provided only as authorized by task orders issued by the GPO for the performance of services as defined in Section C.
- (3) 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 periods).
- (4) Each task order shall specifically set forth the services to be rendered or items to be delivered. Delivery will be either by task completion, reporting of man-hours of effort, and the delivery date and/or period of performance.
- (5) The Contractor shall provide services only as authorized by the Contracting Officer.
- (6) 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:
  - (a) Date of Order,
  - (b) Contract Number and Task Order Number,
  - (c) Statement of Work/Tasks,
  - (d) Personnel Requirements,
  - (e) Task Order Requirements/Deliverables,
  - (f) Place of Performance,
  - (g) Period of Performance, and
  - (h) Any other pertinent information.
- (7) Revisions, Amendments, Modifications and Changes:
  - (a) Task orders may be adjusted by the Contracting Officer by the issuance of written revisions and amendments prior to award or modification(s).
  - (b) Changes to the terms and conditions of the basic contract shall be made in accordance with the "Changes – Fixed Price" Clause of the General Provisions. Contract changes shall be made by the Contracting Officer on an executed Standard Form 30.

## **SECTION G: CONTRACT ADMINISTRATION DATA**

### **G.1 POINTS OF CONTACT**

- (1) GPO
  - (a) Contracting Officer (CO): Jeffrey Horbinski
  - (b) Back-up Contracting Officers: Lauren Helming and Brian Coleman
  - (c) A person shall be appointed by the agency as the COTR for the purpose of conducting routine day-to-day monitoring of the services performed at the Government facility under this Contract. The COTR will have certain assigned responsibilities to act for the Contracting Officer.
- (2) Agency
  - (a) 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.

### **G.2 INVOICING**

- (1) The Contractor shall submit invoices for payment to GPO electronically using GPO's Publish system, which is accessible <https://publish.gpo.gov>. Contractors will be provided with information on how to register for access, enter invoices, and monitor the payment process.
- (2) Invoices shall be prepared and submitted in accordance with the requirements and instructions outlined in each individual task order.
- (3) 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.
- (4) The Government will not pay the Contractor for unacceptable deliverable line item products.

### **G.3 PAYMENTS**

#### **(1) 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.

#### **(2) 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. In addition the acceptance period will apply to all task orders issued under this Umbrella Contract.
- (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 one-hundred-twenty (120) calendar days on all task order proposal response issued under this Umbrella Contract.
- (4) In the space provided immediately below, Offerors may specify a longer acceptance period than the Government's minimum requirement.

This proposal is subject to the following acceptance period: \_\_\_\_\_ calendar days.

- (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 (a) the acceptance period stated in paragraph H.1(3) above, or (b) any longer acceptance period stated in paragraph H.1(4) above.

### **H.2 PRE-AWARD 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) The Contractor shall provide 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 at minimum thirty (30) calendar 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) Technical Capability/Approach, (3) Past Performance, (4) Quality of Deliverables, (5) Ability to Meet Performance Schedule Requirements, (6) Relevant Experience, and (7) 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 CONTRACT CLAUSES**

**I.1 REGULATION GOVERNING PROCUREMENT**

The U.S. Government Publishing Office (GPO) is an agency of the legislative branch of the United States Government. Accordingly, the Materials Management Acquisition Regulation (MMAR – MAY 2003) 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>

<b>Clause Number</b>	<b>Clause Title</b>	<b>Clause Date</b>
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)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUG 2000)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(JUL 1995)
52.211-5	Material Requirements	(AUG 2000)
52.211-9	Desired and Required Time of Delivery <i>Fill-in: will be filled in at the task order level</i>	(JUN 1997)
52.211-11	Liquidated Damages – Supplies, Services, or Research and Development	(SEP 2000)
52.215-2	Audit and Records – Negotiation	(JUN 1999)
52.215-8	Order of Precedence – Uniform Contract Format	(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)

<b>Clause Number</b>	<b>Clause Title</b>	<b>Clause Date</b>
52.216-18	Ordering <i>Fill-in: date of award; the expiration of the contract including option periods or years</i>	(OCT 1995)
52.216-19	Order Limitations <i>Fill-in: will be filled in at the task order level</i>	(OCT 1995)
52.216-22	Indefinite Quantity <i>Fill-in: the expiration of the contract including option periods or years</i>	(OCT 1995)
52.217-2	Cancellation Under Multi-year Contracts	(OCT 1997)
52.217-6	Option for Increased Quantity <i>Fill-in: prior to expiration of the contract including option periods or years</i>	(MAR 1989)
52.217-8	Option to Extend Service <i>Fill-in: prior to the contract expiration date. The specified rates under this clause will be those rates in effect under the contract each time an option is exercised under this clause.</i>	(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)
52.222-19	Child Labor – Cooperation with Authorities and Remedies	(SEP 2002)
52.222-20	Walsh-Healey Public Contract Act	(DEC 1996)
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 Their 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 their Eligible Veterans	(DEC 2001)
52.222-41	Service Contract Act of 1965, As Amended	(MAY 1989)
52.222-42	Statement of Equivalent Rates for Federal Hires <i>Fill-in: will be filled in at the task order level</i>	(MAY 1989)
52.222-43	Fair Labor Standards Act and Service Contract Act - Price	(MAY 1989)

Clause Number	Clause Title	Clause Date
	Adjustment (Multiple Year and Option Contracts)	
52.222-48	Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment—Contractor Certification	(AUG 1996)
52.222-49	Service Contract Act – Place of Performance Unknown <i>Fill-in: places of performance of the task order; prior to the expiration of the contract</i>	(MAY 1989)
52.223-10	Waste Reduction Program	(AUG 2000)
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)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(AUG 1996)
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)
52.229-1	State and Local Taxes	(APR 1984)
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)
52.232-19	Availability Of Funds for the Next Fiscal Year <i>Fill-in: September 30 of any year; September 30 of any year</i>	(APR 1984)
52.232-23	Assignment of Claims	(JAN 1986)

<b>Clause Number</b>	<b>Clause Title</b>	<b>Clause Date</b>
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 and Security Safeguards	(AUG 1996)
52.242-13	Bankruptcy	(JUL 1995)
52.242-15	Stop Work Order	(AUG 1989)
52.242-16	Stop Work Order Facilities	(AUG 1989)
52.243-1	Changes – Fixed-Price (Alternate 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)
52.245-2	Government Property (Fixed Price Contracts) (Alternate I)	(DEC 1989) (APR 1984)
52.245-8	Liability for the Facilities	(JAN 1997)
52.246-2	Inspection of Supplies – Fixed-Price	(AUG 1996)
52.246-4	Inspection of Services – Fixed-Price	(AUG 1996)
52.246-16	Responsibility for Supplies	(APR 1984)
52.246-25	Limitation of Liability Services	(FEB 1997)
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)
52.252-6	Authorized Deviations in Clauses	(APR 1984)
52.253-1	Computer Generated Forms	(JAN 1991)

**I.3 MMAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
  - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall—
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
  - (2) Provide the ACO or designated representative ready access to the records upon request;
  - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
  - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change. (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of MMAR 15.408(k).

**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 appropriate boxes and fill in blanks, as applicable. If a dollar threshold is indicated, complete the item with the assumption that the dollar threshold has been met.) **A completed copy of Section K must be submitted with Offeror proposals.**

### K.1 MMAR 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 Service (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 “Reporting Payment Information to the IRS,” the failure or refusal by the offeror to furnish the information may result in a thirty-one (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 provision.
- Name and TIN of common parent: \_\_\_\_\_
- Name as defined in paragraph (a) \_\_\_\_\_

**K.2 MMAR 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).

**K.3 MMAR 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; and
- (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.

(ii) 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.

(a) (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 nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it 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.4 MMAR 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,

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

COUNTY, ZIP CODE)

OFFEROR OR RESPONDENT

**K.5 MMAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (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.6 MMAR 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.7 MMAR 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.

**K.8 MMAR 52.225-2 BUY AMERICA ACT CERTIFICATE (MAY 2002)**

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act – Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(b) Foreign End Products:

[List as necessary]

LINE ITEM NO. COUNTRY OF ORIGIN

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

**K.9 MMAR 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:

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

**K.10 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:

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Location Phone

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.

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

**K.11 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: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

This solicitation incorporates one (1) 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 Contractor is cautioned that the listed provisions may include blocks that must be completed by the Contractor and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Contractor 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>

The Contractor shall comply with the following Material Management Acquisition Regulation (MMAR) provisions that are incorporated by reference.

<b>Provision Number</b>	<b>Provision Title</b>	<b>Provision Date</b>
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	Pre-award 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 MMAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

**L.3 MMAR 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.

- (1) Protests, as defined in Section 33.1 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 D951-M both by physical mail at the U.S. Government

Publishing Office, Agency Publishing Services, Room C-838, Stop: CSAPS, 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 the Contracting Officer, for Program D951-M.

- (2) The copy of any protest shall be received in the office designated above within one (1) workday 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 PREPARATION 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.

- (1) 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.
- (2) Provides primary point of contact name, address, phone and email that all communication for the Contract will use and that each task order RFP is to be sent to for the duration of this contract. 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.
- (3) Proposals received after the time and date specified shall be considered late proposals and are subject to MMAR provision 52.215-1 "Instructions to Offerors—Competitive Acquisition" (MAY 2001), Facsimile transmissions of proposals in response to this Umbrella Contract solicitation are not allowed.
- (4) 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.
- (5) All questions or inquiries regarding this solicitation must be submitted in writing and emailed to [apsacs@gpo.gov](mailto:apsacs@gpo.gov).
- (6) Questions received from the vendor must be clear, concise, and follow the outline structure of this solicitation – i.e. note the specific section(s) that the question references.

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

- (1) For the sake of consistency, proposals **MUST** be structured and referenced to match the outline format of the D951-M Umbrella Contract – including main divisions and sub-divisions. Responses to proposal requirements should be easily distinguishable from the addressed requirement. **All applicable sections must be completed by the Offeror, including but not limited to:**
  - (a) Standard Form (SF) 33 "SOLICITATION, OFFER AND AWARD" (MUST be signed)
  - (b) Section K (MUST be completed)

- (c) Technical Proposal: See Section C and Section L.8
  - (d) Quality Plan: See Section L.9
  - (e) Management and Staffing Plan: See Section L.10
  - (f) Past Performance: See Section L.11
  - (g) Financial Capability: See Section L.12
- (2) The Offeror shall acknowledge receipt of and list titles and dates of all issued amendments.
  - (3) **Proposal Due Date:** Electronic proposals must be received on or before the time and date set for receipt of proposals. **Facsimile transmission of proposals is NOT permitted and will not be considered.**
  - (4) **Late Proposals:** Proposals received after the designated date and time, i.e., late, may be returned without opening. A late proposal retained and opened will be considered in accordance with GPO's best interests. Extension of the proposal due date shall be at the sole discretion of GPO.
  - (5) **Proposal Packaging:** Responses shall be submitted electronically via email to [apsacs@gpo.gov](mailto:apsacs@gpo.gov) and proposal files shall be named as follows: Your Company Name, "RFP D951-M Umbrella Contract."
  - (6) The Offeror is to show an understanding of the requirements of this contract.
  - (7) 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.
  - (8) 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, or 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.
  - (9) 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.7 PROPOSAL PRESENTATION AND FORMAT**

- (1) The following instructions shall be followed in preparing the Contractor's 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.
  - (a) Proposals shall be prepared on 8-1/2" x 11" sheets and must be legible throughout. 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 cannot be reasonably presented on a regular size page and will be counted as two pages.
  - (b) The maximum number of pages allowed is 100 pages, excluding customer references, financial capability documents, white papers and brochures.

- (c) Proposal pages shall have page margins of at least 1” and foldout pages shall have page margins of at least 1/2”.
- (d) The type size for all the proposal documentation shall be no smaller than 11 point. Tables, graphs, technical literature, white papers etc., are to be no smaller than 9 point.
- (e) Each page shall contain a left justified header listing the volume, chapter and section numbers, as appropriate. The appropriate title (volume, chapter or section) shall be included in the header and may be abbreviated if it does not conveniently fit at the top of the page.

## **L.8 TECHNICAL PROPOSAL**

- (1) 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 on-site services and functions delineated in Section C.
- (2) Offeror shall indicate what services under Section C.5 they are capable of performing in order to be considered for task orders that require such services and describe in detail their abilities to provide those services. Proposals should also provide anything that you can offer that is not listed that ties into the other categories listed in C.5. By providing any other services you are able to provide allows the Government to know what additional services we may be able to provide.
- (3) Contractor may be required to supply equipment which will be defined in each task order. Contractor shall indicate if they are capable of supplying equipment and if so that they have access to equipment necessary to fulfill the mandatory requirements.
- (4) Offeror shall list equipment brands and types (capabilities) they offer for services under Section C.5 that they are able to provide as well as indicate if the equipment would be subcontracted. GPO for the most part will require new equipment to be placed; however, reconditioned equipment would be accepted and determined at the task order level.
- (5) The Offeror shall provide information that identifies any subcontracting support that would be used in performing the requirements of services listed under Section C.5. Offerors should identify contemplated subcontractors; provide documentation that describes past experience in employing subcontractors as well as past experience with equipment manufacturers.

## **L.9 QUALITY PLAN**

The Contractor shall provide and maintain an inspection system in accordance with MMAR 52.246-4 – Inspection of Services – Fixed-Price. 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:

- (1) 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.
- (2) The Contractor shall provide a generalized plan to include generalized timelines for installations of equipment at Government facilities to include the following quantities of equipment. Up to 50 devices, up to 100 devices, up to 200 devices, up to 300 devices, up to 500 devices, and anything exceeding 500 devices.
- (3) 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.

- (4) The Offeror shall describe their quality control systems that they will use to monitor and ensure the quality of task orders as well as job status, delivery or turn-around times and finished products, and security measurements (including security clearances and level of clearances) for safeguarding Government information and documents.

#### **L.10 MANAGEMENT AND STAFFING PLAN**

- (1) 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.
- (2) 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. Every task order will require reporting of some type. GPO is asking for a synopsis of how your company will provide reporting to ensure that task orders are successful.
- (3) The Offeror shall identify their firm's plan for providing employees to fulfill management, supervisory, administrative, and skilled personnel capable of operating equipment and performing functions required in a typical printing/copying/scanning facility throughout the United States.
- (4) Contractor shall describe how they will provide personnel where security clearances are required if you are to be considered for such task orders.
- (5) Offeror shall indicate how it would typically undergo developing a management plan and provide two different management and staffing plans that have been used with success in the past.
- (6) 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 email. This will be the person that 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 it within their company. Solicitations will only be sent to the primary point of contact.

#### **L.11 PAST PERFORMANCE**

- (1) Past Performance information is used in assessing the level of contract performance risk in regard to an Offeror's actions under previously awarded contracts. Relevant past performance experience includes similarity of the service, complexity, technology, magnitude of effort, contract scope and type, and schedule. Quality of service includes contract compliance, timeliness of performance, cost control, business relations, phase-in of operations, and financial and business stability.
- (2) 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 (3) years old, present evidence that the qualifications still apply.
- (3) The Offeror shall provide, in detail, its previous experience within the last three (3) years in providing on-site operations and services relevant to this Umbrella Contract you wish to be considered and approved to provide. The description shall discuss current and past contracts (performance that has occurred within the last three (3) years) similar in scope and content to the work proposed (i.e.: printing/copying operations, on-site scanning operations or any services that are relevant to this Umbrella Contract), the approximate dollar value of each contract, years of service performed, point of contact, email and telephone number for each contract customer, the results achieved and customer satisfaction. There is no limit on the amount of past on-site service examples that you provide to

encompass all of the services offered. The Offeror is responsible for verification of all provided contact information to ensure they are current and accurate prior to submitting their response.

- (4) 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 orders, the Contractor may be required to obtain and show proof of obtaining a security clearance before being allowed to access to facilities and information. Security clearance levels will be defined in each task order if applicable. Offeror shall indicate if they have performed work where security clearances have been required.
- (5) To be technically acceptable, the Offeror must provide a minimum of three (3) different references where they have performed on-site services management, however more are encouraged. For each provided reference, the Offeror must provide at minimum a one-hundred-word narrative summary of all solutions and on-site services provided by the Offeror. The Offeror must detail the facilities management and equipment, personnel, and/or maintenance programs that were involved. The three (3) different references should be from different customers if possible. If you have one (1) customer with various contracts then that will be allowed. Preference is for various customers.

#### **L.12 FINANCIAL CAPABILITY**

The Offeror shall provide the following to demonstrate their financial viability in order to qualify to participate under the Umbrella Contract:

- (1) Filed 10-K or audited financial reports, including footnotes, for each of the last three (3) fiscal years, with updates to the footnotes included in the most recent financial report.
- (2) Certified monthly or quarterly financial statements from the current fiscal year.
- (3) Letters from major lenders and/or factors stating there are no defaults under existing credit facilities and the amounts available thereunder.
- (4) Any budgets or projections regarding their future financial condition that have been presented to lenders or other stakeholders with evidence of their previous presentation.
- (5) Most recent report from Dun & Bradstreet, Moody's, S&P, and/or Fitch (Offeror to submit all that are available).
- (6) Letters from lease companies that have provided financing if applicable.

#### **L.13 SUBMISSION AND CONTENT OF INDIVIDUAL TASK ORDER PROPOSALS**

- (1) 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, and as outlined within the individual task order instructions.
- (2) Offerors are hereby requested to submit a proposal in response to the task order solicitation that:
  - (a) Addresses all requirements as listed in the individual task order.
  - (b) Demonstrates understanding of the task order requirements through submission of a technical proposal 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 Section C, Statement of Work. Proposals shall be submitted electronically clearly identifying the name of the Offeror, and the individual task order number.

- (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, unless specified within the individual task order. Legibility, completeness and adherence to format are essential.

#### **L.14 RESPONSIBILITY**

The Contractor shall be responsible according to the standards in MMAR Part 9 – Contractor Qualifications. The Government will perform this assessment independently.

## **SECTION M: EVALUATION FACTORS FOR AWARD**

### **M.1 GENERAL**

This contract will be awarded to the successful Offeror(s) determined to be technically acceptable following evaluation of proposals based on the factors listed in Section M.3. Only awardees will be able to participate in future task order opportunities under this contract.

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

- (1) 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.
- (2) In accordance with MMAR 52.215-1(f), the Government intends to evaluate proposals and award a contract(s) without discussions with Offerors (except clarifications as described in MMAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.
- (3) Proposals will be reviewed to determine that they have been prepared in accordance with Section L and that all requirements of Section C have been met. Failure to follow all Section L instructions and address Section C requirements may be grounds for exclusion of the proposal from further consideration.

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

The Government will make award to the Offeror(s) determined to be technically acceptable and best qualified to fulfill the requirements of this solicitation using the checklist found in Table 1 below.

Technical Acceptability evaluation consists of the following factors which will be evaluated and rated as Satisfactory (Yes) or Unsatisfactory (No):

- (1) Technical Proposal
- (2) Quality Plan
- (3) Management and Staffing Plan
- (4) Past Performance
- (5) Financial Capability.

Award will not be made to any Offeror receiving an Unsatisfactory (No) rating in any factor.

### **FACTOR 1 – TECHNICAL PROPOSAL**

- (1) 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 Section C and instructions found in Section L.
- (2) Each Offeror shall indicate what service(s) under Section C.5 they are capable of performing in order to be considered for task orders that require such services, as well as any other on-site services that you are able to provide in addition. Each service that you state that you are able to provide will be evaluated.

## **FACTOR 2 – QUALITY PLAN**

- (1) The Government shall evaluate the proposed Quality Plan to determine if the Offeror clearly demonstrates the knowledge, experience, and capability to perform the functions delineated in Section C and instructions found in Section L.

## **FACTOR 3 – MANAGEMENT AND STAFFING PLAN**

- (1) The Offeror shall show that it has an understanding and capability to provide management services and staffing for multiple on-site projects. Contactor employees would be working, or providing services, on-site at Government establishments, not at the Contractor's place of business.
- (2) Offeror shall show its process for providing capable and experienced personnel for the services specified under Section C.5 that correspond to the response to Section M.3.
- (3) The Government shall evaluate the proposed Management and Staffing Plan to determine if the Offeror clearly demonstrates an understanding of functional areas and tasks specified in Section C and instructions found in Section L.
- (4) The Offeror shall designate a primary point of contact that will be used for the Umbrella Contract, as well as all task orders issued. The Offeror must supply name, address, phone number and email. This will be the person that all solicitations for task orders will be sent.

## **FACTOR 4 – PAST PERFORMANCE**

- (1) 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, including how recent the described past performance experience is. Relevant past performance experience includes similarity of the service, complexity, technology, magnitude of effort, contract scope and type, and schedule. Quality of service includes: contract compliance, timeliness of performance, cost control, business relations, phase-in of operations, and financial and business stability. Recent past performance experience is performance that is occurring presently or has occurred within the last three (3) years.
- (2) The Government shall evaluate Past Performance for each Offeror based on review of performance under existing and prior contracts for relevant services. Both independent data and data provided by Offerors within their proposals may be used to evaluate past and/or present performance.

## **FACTOR 5 – FINANCIAL CAPABILITY**

- (1) The Government will evaluate the Offeror's financial information to determine whether, in view of their size and overall operations, the Offeror's liquidity and access to working capital demonstrate that, they have the financial wherewithal to successfully complete future task order requirements for services indicated you can provide, based on an average task order award of \$2,000,000.00. The Government will also evaluate the Offeror's general financial condition to ascertain their overall financial health and whether any significant risks exist to their continued, uninterrupted business operations.
- (2) Prior to any task order awards, the financial capability will be reviewed again based on the services of the individual task order.

Technical Acceptability (including Technical Proposal, Quality Plan, Management and Staffing Plan,

Past Performance, and Financial Capability) evaluation consists of all the requirements listed in Section C and the Offeror’s responses to those requirements, as instructed and stated in Section L.8 through L.12. The following checklist (Table 1) will be used to evaluate the proposals:

**TABLE 1 – Technical Acceptability Evaluation Checklist**

Technical acceptability evaluation criteria will be assessed with a Yes or No response indicating if the Offeror’s proposal meets each acceptability criteria. After this procedure has been performed for each acceptability criteria, individual criteria ratings will be reviewed by the TET to obtain a consensus YES or NO technical acceptability evaluation for the proposal. The YES or NO ratings will be used to determine the technical acceptability of the Offeror’s proposal.

REFERENCE	CRITERIA	YES / NO
<b>Factor 1 – Technical Proposal</b>	Did the Offeror submit a Technical Proposal providing sufficient information and detail to determine whether the Offeror has the knowledge, experience, and capability to perform the on-site services and functions delineated in Section C, including indication of what services under Section C.5 they are capable of performing and describe in detail their abilities to provide those services??	
	Did the Offeror indicate if they are capable of supplying equipment and if so, provide the requested information regarding the equipment they are able to provide?	
	Did the Offeror provide the requested information regarding subcontracting support that would be used?	
<b>Factor 2 – Quality Plan</b>	Did the Offeror submit a Quality Plan describing the methods they will use to monitor and ensure the quality of task orders to include (1) a customer complaint program, (2) a generalized plan with generalized timelines for installations of equipment at Government facilities at the stated quantities, (3) effective and efficient identification and correction of problems and failures throughout performance of the contract, and (4) job status, delivery or turn-around times and finished products, and security measurements (including security clearances and level of clearances) for safeguarding Government information and documents?	
<b>Factor 3 – Management and Staffing Plan</b>	Did the Offeror submit a management and staffing plan showing their understanding and capability to provide management services and staffing for multiple concurrent on-site projects while assuring quality of products/services, including the process for providing capable and experienced personnel at multiple levels, an explanation of how reporting would be provided, and include two different management and staffing plans that have been used with success in the past?	
	Did the Offeror designate a primary point of contact that will be used for the Umbrella Contract as well as all task orders issued?	
<b>Factor 4 – Past Performance</b>	Did the Offeror provide a minimum of three (3) different references and describe, in detail, its previous experience within the last three (3) years providing on-site operations and services relevant to this Umbrella	

	Contract they wish to be considered and approved to provide?	
<b>Factor 5 – Financial Capability</b>	Did the Offeror provide the required documentation to demonstrate their financial viability in regards to the services that are indicated they will be capable to perform on future task orders?	
	<b>Technically Acceptable (YES or NO)</b>	

**M.4 PRICE EVALUATION**

No pricing is required for response to this Umbrella Contract. Pricing will only be evaluated for each individual task order.

**M.5 EVALUATION CRITERIA FOR TASK ORDERS**

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

**M.6 AWARD OF CONTRACT**

- (1) This umbrella contract will be awarded to the successful Offeror(s) following proposal evaluations. Awardees are granted the opportunity to submit proposals in response to future individual task order solicitations. The Umbrella Contract award document will be Standard Form 33, “Solicitation, Offer and Award” (see page 1 of this RFP). This form will be executed by the Contracting Officer on behalf of the Government.
- (2) Individual task orders will only be sent to Contractors under this Umbrella Contract for the opportunity to respond to solicitations. Task orders will be awarded following evaluation of proposals based on best value, or at the Government’s option, lowest price technically acceptable, or as otherwise stated in the individual task order opportunity.