

SOLICITATION, OFFER, AND AWARD		1. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	RATING	PAGE 1	OF PAGES 44
2. CONTRACT NO. 950-S	3. SOLICITATION NO. RFP- 950-S	4. THIS IS A: SMALL BUSINESS SET-ASIDE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	5. DATE ISSUED	6. REQUISITION/PURCHASE NO..	
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 Block 7) U.S. Government Publishing Office 36 H Street, NW, Bid Room C-848, Stop PPSB Washington, DC 20404		

SOLICITATION

9. Offers must submit email proposals to apsacs@gpo.gov for this solicitation. No other method of bid submission will be accepted at this time.

Proposals will be accepted until 2:00 p.m., local time, 03/30/2021
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L.

10. FOR INFORMATION CALL:	A. NAME Joseph Harrington	B. EMAIL / TELEPHONE NO. (NO COLLECT CALLS) Jharrington@gpo.gov / 202-512-2132
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11. TABLE OF CONTENTS

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	24-25
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	5-9	PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS/WORK STATEMENT	10-17	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	26
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	18	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	19	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	27-36
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	20	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	37-40
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	21-22	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	41-44
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	23				

OFFER (must be fully completed by Offeror)

12. In compliance with the above, the undersigned agree, 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 price 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 No. 3.3.1-6)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	____ CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A.. NAME AND ADDRESS OF OFFEROR	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION DATA	
22. RESERVED	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (if other than item 7)		25. PAYMENT WILL BE MADE BY	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA	28. AWARD DATE

TABLE OF CONTENTS

SECTION A. – SOLICITATION, OFFER, AND AWARD FORM	1
SECTION B. – PRODUCTS AND SERVICES	5
B.1 REQUIREMENTS	5
B.2 PRICE SCHEDULE.....	5
SECTION C. – STATEMENT OF WORK.....	10
C.1 SCOPE	10
C.2 BACKGROUND.....	10
C.3 GOVERNMENT OBJECTIVES	10
C.4 SERVICE REQUIREMENTS	10
C.5 STOCK/PAPER	11
C.6 PRINTING AND FINISHING REQUIREMENTS.....	12
C.7 ONLINE ORDERING	12
C.8 ONLINE REPOSITORY	12
C.9 ACCOUNT OPERATIONS AND MAINTENANCE.....	13
C.10 TRAINING PROGRAM.....	15
C.11 MARKETING.....	16
C.12 GLOSSARY OF TERMS	16
SECTION D. – PACKING, LABELING, AND MARKING	18
D.1 PACKING	18
D.2 LABELING AND MARKING	18
SECTION E. – INSPECTION AND ACCEPTANCE.....	19
E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	19
E.2 FINAL INSPECTION AND ACCEPTANCE.....	19
E.3 QUALITY	19
E.4 PERFORMANCE STANDARDS	19
SECTION F. – DELIVERIES AND PERFORMANCE.....	20
F.1 PRODUCTION SCHEDULES	20
F.2 DISTRIBUTION.....	20
SECTION G. – CONTRACT ADMINISTRATION	21
G.1 TERM OF CONTRACT	21
G.2 OPTION TO EXTEND THE TERM OF THE CONTRACT.....	21
G.3 ORDERING AUTHORITY	21
G.4 SUBCONTRACTING	21
G.5 GOVERNMENT FURNISHED MATERIAL.....	21
G.6 POSTAWARD CONFERENCE.....	21
G.7 ASSIGNMENT OF JACKET, PURCHASE ORDER, AND ORDER PLACEMENT	22
G.8 ORDERING	22
G.9 CONTRACT COMPLETION AND TRANSITION SERVICES	22

SECTION H. – SPECIAL CONTRACT REQUIREMENTS.....	23
H.1 RIGHTS IN GOVERNMENT FURNISHED DATA.....	23
SECTION I. – FIXED PRICE SUPPLY CONTRACT CLAUSES.....	24
I.1 REGULATIONS GOVERNING PROCUREMENT	24
I.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	24
SECTION J. – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS.....	26
SECTION K. – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS..	27
K.1 52.219-1 SMALL BUSINESS CONCERN REPRESENTATION (MAY 1991) (DEVIATION MMAR 52.219-1)	27
K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998).....	27
K.3 52.222-20 WALSH-HEALY PUBLIC CONTRACTS ACT (DEC 1996).....	28
K.4 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB) 1999).....	29
K.5 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)	29
K.6 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999).....	29
K.7 52.219-2 EQUAL LOW BIDS (OCT 1995)	30
K.8 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)	30
K.9 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985).....	31
K.10 52.203-4 CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984)	32
K.11 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984).....	33
K.12 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991).....	33
K.13 52.209-7 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATE – MARKETING CONSULTANTS (NOV 1991).....	34
K.14 52.219-15 NOTICE OF PARTICIPATION BY ORGANIZATIONS FOR THE HANDICAPPED (APR 1991)	35
K.15 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000).....	36
SECTION L. – INSTRUCTIONS, CONDITIONS, AND NOTICES TO CONTRACTORS.....	37
L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)	37
L.2 TYPE OF CONTRACT (APR 1984).....	37
L.3 SERVICE OF PROTEST (AUG 1996)	37
L.4 EXPENSES RELATED TO CONTRACTOR SUBMISSIONS	37
L.5 GENERAL	37
L.6 SUBMISSION OF PROPOSALS.....	38
L.7 PROPOSAL PRESENTATION AND FORMAT	38
L.8 TECHNICAL PROPOSAL.....	38
L.9 PRICE PROPOSAL	40
L.10 RESPONSIBILITY	40
L.11 CAPABILITY ANALYSIS	40
L.11 FINANCIAL DETERMINATION	40

SECTION M. – EVALUATION FACTORS FOR AWARD 41

M.1 PROPOSAL EVALUATION 41

M.2 BASIS FOR AWARD..... 41

M.3 TECHNICAL EVALUATION FACTORS 42

M.4 FINANCIAL EVALUATION FACTOR..... 42

M.5 PAST PERFORMANCE EVALUATION FACTOR..... 42

M.6 PRICE EVALUATION FACTOR..... 42

M.7 BASIS FOR PRICE EVALUATION 42

M.8 AWARD OF CONTRACT 44

SECTION B. – PRODUCTS AND PRICES

The U.S. Government Publishing Office (GPO) intends to issue a Fixed Price Supply contract.

Orders will be placed directly by the ordering agency.

B.1 REQUIREMENTS: This is a requirements contract for the services and items for the period specified herein.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

There will be no obligation to place orders under this contract, and the contractor will only be paid for products delivered. The GPO will not reimburse the contractor for any startup costs necessary to fulfill the contract requirements.

All prices submitted must be on the basis of “most favored customer” pricing. The contractor must lower the pricing schedule as needed to allow the GPO to maintain the “most favored” pricing status. Adjustments will not be made to increase line item prices.

The GPO will monitor pricing during the life of the contract and may terminate the contract with the contractor if their pricing violates the “most favored customer” pricing certification.

The contractor shall propose a trade discount for all products provided. A minimum trade discount of 6 percent will be accepted. The GPO will pay the contractor each month, less the trade discount, within 30 calendar days of receipt of the billing invoice.

The contractor may offer a prompt payment discount to the GPO in addition to the trade discount.

B.2 PRICE SCHEDULE:

Offerors must make an entry for each item described in the Price Schedule using the format provided below. Pricing submitted with any obliteration, revision, or alteration of the order or manner of submitting prices may be declared nonresponsive. Prices submitted are to be nationwide and must be offered in all locations.

In addition, offerors may submit an all-inclusive list of all products and services they will provide to the Government in addition to the line items listed below under the GPOExpress Program. All products are to be offered nationwide and must be offered in all locations. This list must include the price for each product and must reflect the offeror’s “most favored customer” pricing.

Offerors must list the colors available for Colored Writing, and Colored Vellum-Finish Cover stocks in their proposals.

Offers submitted with NB (No Bid), NA (Not Applicable), or blank spaces for an item will be evaluated as not fully meeting minimum requirements, and this will be factored into GPO’s award decision accordingly.

Offerors do not have to provide a price for any CLIN with an “XX.” However, offerors are not prohibited from providing the product or service and may include a price.

I. PRINTING AND COPYING: The Price Schedule below is not an all-inclusive list of the products and services that are anticipated to be purchased, but rather an indication to offerors of the most common items to be ordered on the contract.

	<u>Per Leaf</u>			
	<u>Single-Sided</u>		<u>Double-Sided</u>	
	<u>Black Only</u> (1)	<u>Color</u> (2)	<u>Black Only</u> (3)	<u>Color</u> (4)
CLIN 001 – JCP O-65 White Plain Copier, Xerographic (20-lb.): 8-1/2 x 11”	\$ _____	\$ _____	\$ _____	\$ _____
CLIN 002 – JCP O-65 White Plain Copier, Xerographic (20-lb.): 8-1/2 x 14”	\$ _____	\$ _____	\$ _____	\$ _____
CLIN 003 – JCP O-65 White Plain Copier, Xerographic (20-lb.): 11 x 17”	\$ _____	\$ _____	\$ _____	\$ _____
CLIN 004 – JCP O-70 White 100% Recycled Plain Copier, Xerographic (20-lb.): 8-1/2 x 11”	\$ _____	\$ _____	\$ _____	\$ _____
CLIN 005 – JCP D10 Colored Writing (20-lb.): 8-1/2 x 11”	\$ _____	\$ _____	\$ _____	\$ _____
CLIN 006 – JCP D10 Colored Writing (20-lb.): 8-1/2 x 14”	\$ _____	\$ <u>XX</u>	\$ _____	\$ <u>XX</u>
CLIN 007 – JCP K10 White Index (110-lb.): 8-1/2 x 11”	\$ _____	\$ _____	\$ _____	\$ _____
CLIN 008 – JCP K10 Tabs: White Index (90-lb.)	\$ _____	\$ <u>XX</u>	\$ <u>XX</u>	\$ <u>XX</u>
CLIN 009 – JCP L20 White Vellum-Finish Cover (50-lb.): 8-1/2 x 11”	\$ _____	\$ _____	\$ _____	\$ _____
CLIN 010 – JCP L20 Colored Vellum-Finish Cover (50-lb.) 8-1/2 x 11”	\$ _____	\$ _____	\$ _____	\$ _____
CLIN 011 – JCP O-61 White High Quality Xerographic Copier, Laser Printer (24-lb.): 8-1/2 x 11”	\$ _____	\$ _____	\$ _____	\$ _____

(initials)

	<u>Per Leaf</u>			
	<u>Single-Sided</u>		<u>Double-Sided</u>	
	<u>Black Only</u> (1)	<u>Color</u> (2)	<u>Black Only</u> (3)	<u>Color</u> (4)
CLIN 012 – JCP O-61 White High Quality Xerographic Copier, Laser Printer (24-lb.): 8-1/2 x 14”	\$ _____	\$ _____	\$ _____	\$ _____
CLIN 013 – JCP O-61 White High Quality Xerographic Copier, Laser Printer (24-lb.): 11 x 17”	\$ _____	\$ _____	\$ _____	\$ _____

II. FINISHING OPERATIONS:

CLIN 014 Comb Binding	per copy	\$ _____
CLIN 015 Plastic Coil Binding	per copy	\$ _____
CLIN 016 Perfect-Binding	per copy	\$ _____
CLIN 017 Saddle-Stitch Binding	per copy	\$ _____
CLIN 018 Stitching with one or two stitches	per copy	\$ _____
CLIN 019 Tape Binding	per copy	\$ _____
CLIN 020 Drilling	per run/per 100 leaves	\$ _____
NOTE: Four holes will be the maximum for any one run.		
CLIN 021 Collating and Inserting	per 100 leaves	\$ _____
CLIN 022 Folding	per 100 leaves	\$ _____
CLIN 023 Cutting	per 100 leaves	\$ _____
CLIN 024 Padding	per pad	\$ _____

(Initials)

CLIN 025
Laminating per square foot.....\$ _____

CLIN 026
Shrink-Film Wrapping per package.....\$ _____

CLIN 027
Foam Core Mounting per square foot.....\$ _____

CLIN 028
Pouch Lamination (Letter/Legal)..... each pouch.....\$ _____

CLIN 029
Pouch Lamination (Cards/Tags) each pouch.....\$ _____

CLIN 030
Signage Window Cling per square foot.....\$ _____

CLIN 031
Signage Adhesive Backed Sign per square foot.....\$ _____

CLIN 032
Signage Gator Board..... per square foot.....\$ _____

CLIN 033
Tyvek (Outdoor) Banner..... per square foot.....\$ _____

CLIN 034
Indoor Banner per square foot.....\$ _____

CLIN 035
Document Creation per hour.....\$ _____

III. OPTIONAL ITEMS:

Based on previous order history, the items below are items that customers identified as a recurring need.

It is advantageous to provide as many items and services that the contractor can offer. If the contractor is unable to provide any items, please place "N/A" in the pricing for those items.

Proposals offering more selection shall be rated higher than proposals not able to offer items.

CLIN 036
Signage Finish: Grommets..... each grommet.....\$ _____

CLIN 037
Carbonless Single-Sided NCR, 2-parteach 2-part form.....\$ _____

(Initials)

CLIN 038
Carbonless Single-Sided NCR, 3-parteach 3-part form.....\$ _____

CLIN 039
Carbonless Single-Sided NCR, 4-parteach 4-part form.....\$ _____

CLIN 040
Carbonless Double-Sided NCR, 2-part.....each 2-part form.....\$ _____

CLIN 041
Carbonless Double-Sided NCR, 3-part.....each 3-part form.....\$ _____

IV. ADDITIONAL PRODUCTS AND SERVICES OFFERED:

Provide a list of any other products and services that will be offered along with the pricing.

V. DISCOUNTS:

Trade Discount (minimum 6 percent):..... %

Additional Prompt Payment Discount: % _____ Days

OFFEROR’S NAME AND SIGNATURE: Unless specific written exception is taken, the offeror, by signing and submitting an offer, agrees with and accepts responsibility for all certifications and representations as required by the solicitation and GPO Contract Terms – Publication 310.2. When responding by email, fill out and return “Section B. – Products and Prices,” including initialing/signing where indicated. Valid electronic signatures will be accepted in accordance with the Uniform Electronic Transactions Act, §2. Electronic signatures must be verifiable of the person authorized by the company to sign bids. *Failure to sign the signature block below may result in the bid being declared non-responsive.*

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

(Street Address)

(City – State – Zip Code)

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

(Person to be Contacted) (Telephone Number)

(Email) (Fax Number)

SECTION C. – STATEMENT OF WORK

C.1 SCOPE:

The United States Government Publishing Office is seeking a single contractor that can provide and administer the GPOExpress Program, a comprehensive source of printing for Federal agency customers of the GPO through a nationwide network of local convenience printing outlets. Through the operation of multiple nationwide printing outlets, the contractor shall provide Federal agency customers with a wide range of products and services including digital printing, print-on-demand, duplicating, binding and finishing, order fulfillment, delivery services, online ordering, digital content/document management, customer satisfaction management (which entails quality control and dispute resolution), management reporting, and implementation of an exclusive GPOExpress Card to identify authorized Program users for all transactions.

C.2 BACKGROUND:

The mission of GPO is to inform the nation by producing, procuring, and disseminating printed and electronic publications to the public and business communities for the Federal Government. The GPO is committed to providing its Federal agency customers with various methods to satisfy their printing and finishing needs and ensuring that all Federal Government publications are reported and cataloged. In the spirit of the GPO mission and in an effort to effectively and efficiently provide printing and related operations to its Federal agency customers, the GPO created the GPOExpress Program in 2005. The GPOExpress Program includes approximately 3,800 customers in all 50 states. There were approximately 22, 537 transactions on the program in fiscal year 2020 and approximately 30,700 transactions on the program in fiscal year 2019. The GPOExpress Program achieved revenues of \$10,913,741.25 in fiscal year 2020; \$14,254,565.18 in fiscal year 2019; and \$9,419,974.84 in fiscal year 2018. *NOTE: Due to the current global pandemic, the contractor is put on notice that the revenue specified above for fiscal year 2020 may have been significantly impacted.*

C.3 GOVERNMENT OBJECTIVES:

To provide Federal agencies with a cost-effective purchasing vehicle to fulfill their short-run printing/copying, binding needs, and delivery to include, but not limited to:

- Access to a network of local printing outlets throughout the United States.
- Access to a secure shared online repository of documents (see section C.7) with internal control mechanisms, available to authorized Government employees for print throughout the United States.
- Management of an identification card to be used exclusively by authorized users of this program.
- Provision for an online training archive aid and classroom training program.
- Implementation of a marketing strategy to promote the program to agencies throughout the Federal Government.

C.4 SERVICE REQUIREMENTS:

- a) The contractor shall offer walk-up and online services at all locations. The provision of walk-up is essential.
- b) The contractor shall support both Windows and Macintosh operating platforms including support of the most current versions of the specified software. (See C.6.a.),
- c) The contractor shall have an existing network of convenience printing outlets located in major cities and near Federal and military installations throughout the United States. Proposals will be evaluated on the contractor's ability to serve major cities across the United States.
- d) The contractor shall have the capability to provide sustainable, environmentally responsible product offerings.
- e) The contractor shall provide identical product and price offerings across all locations.
- f) The contractor shall provide direct customer service to end users.

- g) The contractor shall provide telephone customer service using a toll-free number.
- h) The contractor shall handle all product quality and complaints directly with the users. If contractor and customer are unable to resolve quality issues or complaints, the GPO shall be contacted for a resolution.
- i) The contractor shall handle all billing questions, invoice disputes, and issues related to stolen, lost, or closed out GPOExpress Cards.
- j) The contractor shall provide resolution to all billing issues within 48 hours of initial request/complaint.
- k) The contractor shall provide scripts to GPO for all incoming and outgoing contractor sales/prospecting calls.
- l) The contractor shall be responsible for customer growth and customer retention initiatives for the GPOExpress Program.
- m) The contractor shall provide a supplementary sales force to work with the GPO National Account Managers (NAM).

C.5 STOCK/PAPER:

- a) The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 13" dated September 2019 to the maximum extent possible.
- b) Government Paper Specification Standards No. 13 can be accessed at: https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/vol_13.pdf.
- c) The contractor shall provide the specified stocks in standard copier sizes (8-1/2 x 11", 8-1/2 x 14", and 11 x 17") in accordance with the contract line items (CLINs) in Section B.2.
- d) All paper used in each copy must be of a uniform shade.
- e) The contractor shall provide all of the below stocks:

White Plain Copier, Xerographic, basis weight: 20 lbs. per 500 sheets, 17 x 22", equal to JCP Code O-65.

White 100% Recycled Plain Copier, Xerographic, basis weight: 20 lbs. per 500 sheets, 17 x 22", equal to JCP Code O-70.

Colored Writing, basis weight: 20 lbs. per 500 sheets, 17 x 22", equal to JCP Code D10.

White Uncoated Text, basis weight: 60 lbs. per 500 sheets, 25 x 38", equal to JCP Code A60.

Colored Vellum-Finish Text, basis weight: 60 lbs. per 500 sheets, 25 x 38", equal to JCP Code A90.

White Gloss-Coated Text, basis weight: 60 lbs. per 500 sheets, 25 x 38", equal to JCP Code A180.

White and Colored Index, basis weight: 90 and 110 lbs. per 500 sheets, 25-1/2 x 30-1/2", equal to JCP Code K10.

White and Colored Vellum-Finish Cover, basis weight: 50 lbs. per 500 sheets, 20 x 26", equal to JCP Code L20.

White High Quality Xerographic Copier, Laser Printer, basis weight: 24 lbs. per 500 sheets, 17 x 22", equal to JCP Code O-61.

C.6 PRINTING AND FINISHING REQUIREMENTS:

- a) The contractor shall support both Windows and Macintosh operating platforms including support of the most current versions of the following software, but not limited to: Adobe InDesign, Adobe Photoshop, Adobe Illustrator, Adobe Acrobat, QuarkXPress, Microsoft Office, and Microsoft Publisher. *NOTE: All software upgrades that may occur during the term of the contract must also be supported by the contractor.*
- b) The contractor shall provide digital printing, print-on-demand, and high-speed duplicating capabilities for single and multi-color printing and copying for such items as books, pamphlets, forms, reports, brochures, letterheads, banners, and posters. *NOTE: The terms "printing," "copying," and "duplicating" used throughout this contract are interchangeable. These terms do not include offset print production methods.*
- c) The contractor shall provide finishing operations including, but not limited to, comb binding, coil binding, perfect-binding, saddle-stitching, side-stitching, tape binding, trimming, drilling, collating, inserting, folding, padding, lamination, shrink-film wrapping, and mounting of printed materials. *NOTE: The terms "binding" and "finishing" used throughout this contract are interchangeable.*
- d) The contractor shall provide printing and finishing operations for industry-standard size tab dividers (8-1/2 x 11" with 1/2" tab (overall size is 9 x 11")), various cuts, various banks, as ordered. Tab dividers to be inserted (as specified) and bound with text or gathered into sets without text.

C.7 ONLINE ORDERING:

Offerors shall propose a detailed plan for all the requirements included in the Online Ordering section, as specified below:

- a) The proposed online ordering system shall use a secure web interface which allows GPOExpress card users to submit specific order information such as printing, finishing options.
- b) The online ordering system shall provide a menu of printing and finishing options for the user to select from as well as a place to describe their requirements.
- c) The ordering system shall require that information is captured to associate the order with the GPOExpress card user so that GPO will be able to bill the appropriate customer for the order.
- d) The online ordering system shall provide for the submission of Government furnished materials in the same application/format as those that are ordered by walk-up customers at the contractor's in-store locations (i.e., PDFs, InDesign, Microsoft Office products, Apple products). See section C.4 a) and b).
- e) The contractor shall provide online proofs for online orders.
- f) The contractor shall provide the option of delivery or customer pickup at a contractor location for online orders.
- g)
- h) The online ordering system shall provide the capability for the user to select any contractor location for order production.
- i) The online ordering system shall provide for the delivery of finished products to single or multiple locations for each order.

C. 8 ONLINE REPOSITORY:

The contractor shall provide digital content management services to provide customers with an online repository of their electronic documents including the ability to create, store, and manage their digital content securely on line for on-demand printing and order fulfillment. Offerors are encouraged to include operational scenarios for their solutions to proposed functionality of the individual and shared document repositories described below.

C.8.1 Individual Document Repository:

The contractor shall provide an individual document repository with all the capabilities described in the “ONLINE ORDERING” section (C.7), with the addition of the following requirements:

- a) Provide industry standard access and data security features including customer log-in with username and password. Security shall be provided against threats both internal and external to the contractor’s operations.
- b) Allow users to save and store files for future use.
- c) Provide and maintain a history file.
- d) Allow users to place orders using previous orders in the history file, keeping order specifications intact (i.e., finishing options, quantities, shipping location).
- e) Provide unlimited storage of data.
- f) Provide industry standard back-up of all data files including storage at a back-up location.

C.8.2 Shared Document Repository

In addition to the individual document repository, the contractor shall provide a shared online document repository unique to participating agency locations. The shared repository shall include all the capabilities of the “Individual Document Repository” (see C.8.1) with the addition of the following requirements:

- a) Provide a shared repository accessible by multiple users to whom authorization has been granted.
- b) Provide for the creation and storage of editable template files that can only be edited by designated agency administrator(s) for future use by authorized users.
- c) Provide permissions to different areas (folders) of the repository (determined by ordering agency administrator).
- d) Provide an access management feature giving agency administrators the ability to assign permissions (by folder) through the repository directly as needed.

C.9 ACCOUNT OPERATIONS AND MAINTENANCE:

C.9.1 Authorized Cards (GPOExpress Cards):

NOTE: All references to “GPOExpress Card” throughout this contract pertain to the exclusive card that will be developed to identify users who are authorized by GPO to utilize the products and services that may be purchased solely through this program.

The contractor shall develop, issue, and implement a GPOExpress Card exclusively for products purchased under this program. Offerors must submit a detailed proposal of their ability to perform the following requirements as they pertain to the GPOExpress Card.

Contractor responsibilities include, but are not limited to:

- a) Implementation and ongoing management of the GPOExpress Cards developed for the GPOExpress Program.
- b) Security of the user account and any personal information. Contractor will be held responsible for maintaining proper control and handling to prevent any cards or information required to produce the cards from falling into unauthorized hands.
- c) Developing and issuing an authorized ordering card with standard credit card dimensions and durability.
- d) Support for an unlimited number of GPOExpress cards.
- e) Secure delivery (trackable with proof of delivery) of the GPOExpress Cards to all authorized users of the GPOExpress Program.

- f) Providing a card that bears the GPOExpress, GPO, and contractor logos. Updates in the design and branding may occur, which may result in revised cards being issued. See Section C.10, "MARKETING.Ensuring that each card shall have a unique account number assigned to each individual including the billing address code (BAC) assigned to each agency. (GPO will assign and provide the BAC number.)
- g) Card orders shall be delivered to the user within one (1) week of the card being ordered.
- h) Establishing accounts for each GPOExpress Card that will be utilized for all onsite and online purchases, up to a dollar amount established by each Federal agency, under the direction and guidelines of the GPO.
- i) Establishing protocols to prohibit unauthorized purchases of certain product types (i.e., non-print related) and to prohibit purchases that exceed the assigned user limit. Offerors must describe their ability to manage the card limits set for each card.
- j) Cancellation or suspension of GPOExpress Cards upon request of the Government Publishing Office.
- k) Responsibility for proper identification of cardholders who intend to use the GPOExpress Card on site.
- l) Destruction of all extra cards, materials, waste, etc.
- m) Replacement of lost, stolen, or damaged cards (when reported) in accordance with the requirement for issuing cards.

C.9.2 Access to Account Activity Requirement:

Financial Information: The contractor shall provide an interface for customers to view a history of account activity, including financial transaction details, in a secure online environment. At a minimum, the offeror must address in their proposal the ability to deliver the following requirements:

- a) Contractor shall provide a web interface for users to access account activity via a secure website that allows customer log-in showing account activity. The account activity website shall allow users the ability to view all account activity in real time.
- b) The contractor shall provide real-time access and online database access to all invoices and account activity by customer and specific user including the date, cost, and product category of each transaction on each GPOExpress account.
- c) Each user shall be assigned a contractor provided, secure username and password to access their account information and account activity.
- d) GPO personnel shall have administrator privileges and master access to customer information in the exact format available to the customers.
- e) The account activity web interface shall allow users to view and download the detailed transaction history, including stock-keeping unit identifiers (SKUs, including all applicable CLINs), location, date, and card numbers for each transaction throughout the term of the contract.
- f) The account activity web interface shall provide control mechanisms in place to allow "administrative" users at the customer level to view cardholders' activity for whom they are authorized in their agency.

C.9.3 Billing:

- a) The contractor shall submit an electronic billing invoice file to the GPO on a weekly basis.
- b) The invoice file shall consist of the customer account number, customer work order or requisition number, and line-item detail including: item number, date of order placement, unit price, total price, brief narrative of product(s) purchased, distribution documentation, and cost.
- c) The contractor shall also provide account information in either paper or electronic format (Microsoft Excel, delimited flat files), as specified by the ordering customer.
- d) The GPO will pay this total bill, less an agreed upon trade discount (minimum 6 percent) and prompt payment discount, IF APPLICABLE, via Electronic Funds Transfer (EFT) within 30 calendar days of receipt. The contractor will be paid for only those products actually delivered.

C.9.4 Monthly Reporting Requirements:

By the fifth calendar day of each month, the contractor shall submit monthly metric reports to the GPO detailing the program activities completed by the contractor for the previous month. The reports must be in Microsoft Excel spreadsheet format and include the following information itemized by each individual printing outlet:

- 1) Number of orders placed by each Government agency.
- 2) Dollar value of orders placed broken down by Government agency.
- 3) Total revenue.
- 4) Total number of transactions.
- 5) Number of accounts authorized within a specified range of time (weekly, monthly, yearly).
- 6) Number of user accounts pending.
- 7) Number of user accounts active within a specified range of time (weekly, monthly, yearly).
- 8) Total number of authorized accounts.
- 9) Total number of active accounts.
- 10) Average dollar value of transaction.
- 11) Number of orders placed by product category and average order quantities.
- 12) Number of orders placed by walk-in and online.
- 13) Number of quality complaints pending and resolved.
- 14) Revenue by state, region, specific date ranges, when requested by GPO.

The contractor shall submit these monthly billing and program metric reports via email to designated GPO representatives, including the Contracting Officer (CO). As part of the monthly metric report, the contractor shall include a detailed sales data report.

C.9.5 Quarterly Reporting Requirements:

The contractor shall submit a quarterly report detailing all products and/or services ordered each quarter. The report is to be itemized in strict accordance with the CLIN structure (including unit designations for each contract line item) in Section B.2, "PRICE SCHEDULE." (For example, the report should list CLIN 001(1) with the number of leaves that printed single side in black only for that quarter.) The quarterly report is to be provided in a mutually agreed upon format.

C.10 TRAINING PROGRAM:

- a) The contractor shall provide training to familiarize GPO personnel (DC and Regional Offices) with the range of services the contractor shall provide and to enable the GPO to successfully administer program training to Federal agencies. The location and frequency of the training will be mutually agreed upon by contractor and the GPO.
- b) When required, the contractor shall provide training to familiarize customer agency personnel with the range of services the contractor shall provide. The location and frequency of the training will be mutually agreed upon by the contractor and the customer agency.
- c) The contractor shall provide training to GPOExpress users (GPO and/or customer agencies) using the following methods: online, in person, via teleconference, or as mutually agreeable between the contractor, GPO, and/or the customer (as approved by the Contracting Officer).
- d) The contractor shall provide training and ongoing communication to familiarize their employees with every aspect of the GPOExpress Program to ensure consistency of program delivery across all nationwide locations.

In an effort to ensure that GPOExpress customers receive information that is consistent across all contractor locations and conforms to GPO practices and policies, GPO may periodically request copies of all GPOExpress training materials, training initiatives, and phone scripts that the contractor utilizes to train their employees.

C.11 MARKETING:

The contractor shall be responsible for a variety of marketing activities to promote the GPOExpress Program to Federal agencies. Offerors must describe their approach to marketing the GPOExpress Program in their proposal which, at a minimum, must address the following requirements:

- a) The contractor shall provide GPO with a detailed and committed marketing budget strictly for the efforts of the GPOExpress Program.
- b) The contractor shall work closely with GPO to execute a marketing strategy using a variety of mass media tools, in an effort to target print buyers and program managers throughout all Federal agencies and field offices across the United States.
- c) All marketing materials must be presented to GPO for approval prior to implementation.
- d) Marketing materials and advertisements will be co-branded to comply with both GPO and the contractor's identity standards. This will include GPO's name and logo.
- e) All store fronts for walk-up services must contain signage announcing availability of the GPOExpress Program that shall be located, at a minimum, on store entrances. Signage size must be a minimum of 5 x 7".
- f) Purchases under this contract are considered procurements through the GPO. Accordingly, the contractor shall add GPOExpress branding to all media and customer interaction points including, but not limited to: all register tapes, delivery receipts, print and multimedia promotional advertising, etc. The GPOExpress brand shall be dominant.
- g) At the request of the GPO, the contractor shall provide regular trend data on customers including purchase behavior, geographical trends, and program statistics (i.e., state, region, city).
- h) The contractor shall provide multiple targeted campaigns to new and existing customers on various components of the GPOExpress Program.
- i) The contractor shall provide marketing and promotional signs onsite, near the point of sale.

C.11.1 Following the contract award, the contractor will be required to submit a detailed marketing plan for the GPOExpress Program prior to the program launch. A new marketing plan shall be supplied annually thereafter and will be reviewed by Government representatives with the contractor's representatives at the GPO, Washington, DC, for a minimum of once a year. This marketing plan will then be reviewed quarterly and frequently monitored for progress by GPO. In addition to the marketing requirements above, the contractor is expected to include in the marketing plan the following:

- a) A marketing budget shall be established for each contract period of performance. This budget shall be a minimum of 1/2 percent of the previous year's sales. The basis year shall be defined and based on \$10,913,741.25 in fiscal year 2020. *NOTE: Due to the current global pandemic, the contractor is put on notice that the revenue specified above for fiscal year 2020 may have been significantly impacted.*
- b) The marketing plan shall include market analysis and research on the positioning of GPOExpress in the marketing place.

C.12 GLOSSARY OF TERMS:

Digital Content Management: Storage of electronic files and documents on remote servers used for reprinting or file manipulation that can be accessed only by authorized users.

Digital Printing: Plateless printing systems that images digital data directly to paper from a computer using electrophotography, inkjet, thermal transfer, magnetography, or electrocoagulation technologies.

GPOExpress Card: An identification card used by authorized employees of Federal Government agencies, contractors, and Federal grantees to purchase general products and services on the agency's behalf exclusively using this contract.

Most Favored Customer Pricing: Pricing that is equivalent to, or lower than, those provided to any other Government or commercial customer.

Online Ordering: The purchase of products through a contractor-hosted virtual storefront.

Order Fulfillment: Mechanism for providing finished products and delivery to a warehouse or shipment directly to the customer.

Print-On-Demand/On-Demand Printing: Short-run digital printing produced in a short timeframe and which may be customized so that each printed copy is slightly different than the other copies produced.

Printing/Duplicating/Copying: Color or black only printing through electrostatic transfer of toner to paper.

Trade Discount: A price discount offered by the contractor. The GPO will pay the contractor the billed invoice amount less the offered trade discount percentage (minimum 6 percent).

SECTION D. – PACKING, LABELING, AND MARKING

D.1 PACKING:

Any prescribed packing or packaging required for an individual job will be specified with the order. If no particular packing and/or packaging requirements are specified, the contractor shall pack suitable for safe delivery to the consignee(s) to arrive in an undamaged condition.

D.2 LABELING AND MARKING:

All required addressing information or distribution lists will be specified with each order.

SECTION E. – INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998): This contract incorporates one or more clauses of the GPO Materials Management Acquisition Regulation (MMAR) by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at: <http://www.gpo.gov/pdfs/vendors/mmar.pdf>.

<u>Clause No.</u>	<u>Clause Title</u>	<u>Clause Date</u>
52.246-2	Inspection of Supplies-Fixed Price	(AUG 1996)
52.246-16	Responsibility for Supplies	(APR 1984)

E.2 FINAL INSPECTION AND ACCEPTANCE: Final inspection and acceptance will be made by the ordering agency.

E.3 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 Publication 310.1, effective May 1979 (revised 09-19) which can be accessed electronically at: <https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/qatap-rev-09-19.pdf>.

Quality Level IV – Products provide general information, usually black or line color (non-process) and occasional halftone reproductions. Utility is important, as well as basic, clean appearance. Finishing must be of an accuracy, durability, and appearance that does not impair the function of the product.

P-7. Type Quality and Uniformity - Standard will be (a) camera copy, (b) average type density in publication, or (c) electronic media.

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

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

E.4 PERFORMANCE STANDARDS:

- a) The services performed under this contract shall be done in a professional manner and shall at least meet generally accepted commercial standards.
- b) 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.
- c) 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.
- d) If order quality fails to conform to the standards referenced, the contractor may be required to reprint the order at the contractor's expense.
- e) The contractor shall have in place a dispute resolution process that details how customer complaints are handled and resolved.

SECTION F. – DELIVERIES AND PERFORMANCE

F.1 PRODUCTION SCHEDULES:

Time cycles for production, deliveries, and approval will be established at the time an order is placed. The delivery date specified at the time an order is placed is the date the product ordered must be delivered. Deliveries may be required on a Federal holiday or weekend.

F.2 DISTRIBUTION:

F.2.1 The contractor shall provide delivery services for all products (to include proofs and materials) produced under the contract, as follows:

- i. Delivery within a 30-mile radius of the facility where product was produced at no additional cost to the Government.
- ii. Delivery shall be the same day as completion of order, unless otherwise specified.

F.2.2 On a rare occasion, distribution that includes mailing and/or shipping outside of the 30-mile radius (as specified in F.2.1) may be required.

In the event that mailing and/or shipping is required, the method of distribution will be established at the time an order is placed. All documentation associated with mailing or shipping costs shall be included for each order with the electronic invoice file submitted to the GPO.

All mailing shall be made at the mailing rate specified at the time an order is placed. All shipping must be by traceable means using small package carrier. All mailing and shipping will be reimbursable. Offeror will be reimbursed for all mailing/shipping costs upon submittal of appropriate mailing/shipping receipts.

SECTION G. – CONTRACT ADMINISTRATION

G.1 TERM OF CONTRACT:

The term of this contract is for one year beginning May 1, 2021 and ending April 30, 2022, plus up to four optional 12-month extension periods that may be added in accordance with the “Option to Extend the Term of the Contract” (see G.2) clause in this contract.

G.2 OPTION TO EXTEND THE TERM OF THE CONTRACT:

- a) The GPO may, at its option, after the first 12-month period, exercise the option to extend the term of this contract by giving written notice to the contractor not later than 30 calendar days before the end of each contract period.
- b) Extensions shall be in increments of one year.
- c) If the GPO exercises this option, the extended contract shall be considered to include this clause.
- d) The total duration of this contract, including the exercising of any options in (b) of this clause, shall not exceed five (5) years.
- e) All extensions will be at the contract prices in effect at the time of extension and based upon the most favored customer pricing.
- f) However, notwithstanding (d) above, at the request of the GPO, the term of any contract resulting from this solicitation may be further extended for such period of time, not to exceed six (6) months, as may be mutually agreeable to the GPO and the contractor. Extensions required in excess of those covered under paragraph (d), shall be by mutual agreement between the contractor and the GPO.

G.3 ORDERING AUTHORITY:

All orders will be placed by each individual Federal agency through the use of the GPOExpress Card. GPO will designate authorized GPOExpress cardholders.

G.4 SUBCONTRACTING:

Subcontracting is permitted for the manufacturing and shipping of the physical GPOExpress cards only.

G.5 GOVERNMENT FURNISHED MATERIAL:

Copy/materials for reproduction may be furnished in various forms including camera copy, electronic media, or other available forms.

G.6. POSTAWARD CONFERENCE:

- a) Unless waived by the Contracting Officer, the total requirements of the job as indicated in these specifications will be reviewed by Government representatives with the contractor’s representatives at the Government Publishing Office, Washington, DC, immediately after award. At the Government’s option, the postaward conference may be held via teleconference.
- b) Person(s) that the contractor deems necessary for the successful implementation of the contract must be in attendance.
- c) During the postaward conference, contractor must be prepared to review any additional products and/or services that were included in their proposal and to answer any questions regarding those additional products/services.

G.7 ASSIGNMENT OF JACKET, PURCHASE ORDER, AND ORDER PLACEMENT:

A GPO jacket number will be assigned and a purchase order number issued to the contractor at the beginning of the contract. All orders will be placed through the use of the GPOExpress Card.

G.8 ORDERING:

Orders to be placed as needed through the use of the GPOExpress Card. Orders may be issued under the contract from May 1, 2021 through April 30, 2022, plus for such additional period(s) as the contract is extended. All orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any order.

G.9 CONTRACT COMPLETION AND TRANSITION SERVICES:

- a) Upon the completion of the contract, the contractor will prepare and deliver to the GPO, not later than 30 calendar days prior to contract termination, all contract database files that include data pertaining to participating agencies and agency personnel and digital content stored in the online repository. At the conclusion of the contract, any files updated during the previous 30-day period will be identified and turned over to the GPO. All data will be appropriately labeled and delivered on electronic media as requested by the GPO.
- b) Other Contract Deliveries: All Government furnished material and all other deliverables, under this contract to which the GPO takes possession, shall be packaged in suitable containers so as to prevent damage. This will be accomplished at the contractor's expense. The material will be delivered to a designated location, and all the shipping costs will be borne by the contractor.

SECTION H. – SPECIAL CONTRACT REQUIREMENTS

H.1 RIGHTS IN GOVERNMENT FURNISHED DATA:

- a) The term “data” as used herein, includes all information in connection with the supplies and operations under contract herein, including copy furnished by the Government and the electronic media, if any, to be delivered (including the information in whatever form contained thereon).
- b) All data, whether first produced in the performance of this contract or delivered by the Government to the contractor for use during the performance of this contract, shall be the sole property of the Government. The contractor shall have no rights at common law or equity and may not establish any statutory copyright in such data.
- c) All data digitally, mechanically, or intellectually created through the use of services or facilities provided by the contractor shall be the exclusive property of the Government, including keystrokes, drawings, and the page images in which these are subsumed.
- d) Any data provided by the customer under this contract shall not be used or disclosed by the contractor, or their employees, either electronically, in writing, or orally, to any party other than the originator of the order under this contract

SECTION I. – FIXED PRICE SUPPLY CONTRACT CLAUSES

I.1 REGULATIONS GOVERNING PROCUREMENT: The U.S. Government Publishing Office is an agency of the legislative branch of the United States Government. Accordingly, the Materials Management Acquisition Regulation is applicable to this procurement.

I.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998): This contract incorporates one 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: <http://www.gpo.gov/pdfs/vendors/mmar.pdf>.

Clause No.	Clause Title	Clause Date
52.202-1	Definitions	(DEC 2001)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restriction on Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.204-4	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)
52.211-17	Delivery of Excess Quantities	(SEP 1989)
52.215-1	Instructions to Offerors – Competitive Acquisition	(MAY 2001)
52.215-2	Audit and Records – Negotiation	(JUN 1999)
52.215-8	Order of Precedence	(OCT 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data	(OCT 1997)
52.215-12	Subcontractor Cost or Pricing Data	(OCT 1997)
52.215-14	Integrity of Unit Prices	(OCT 1997)
52.217-2	Cancellation Under Multi-year Contracts	(OCT 1997)
52.222-1	Notice to the Government of Labor Disputes	(FEB 1997)
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	(SEP 2000)
52.222-20	Walsh-Healey Public Contracts 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 Other Eligible Veterans	(DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	(DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)
52.223-14	Toxic Chemical Release Reporting	(OCT 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)

<u>Clause No.</u>	<u>Clause Title</u>	<u>Clause Date</u>
52.227-16	Additional Data Requirements	(JUN 1987)
52.227-18	Rights in Data – Existing Works	(JUN 1987)
52.227-19	Commercial Computer Software – Restricted Rights	(JUN 1987)
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)
52.232-1	Payments	(APR 1984)
52.232-8	Discounts for Prompt Payments	(FEB 2002)
52.232-11	Extras	(APR 1984)
52.232-17	Interest	(JUN 1996)
52.232-23	Assignment of Claims	(JAN 1986)
52.232-34	Payment by Electronic Funds Transfer – Other Than Central Contractor Registration	(MAY 1999)
52.233-1	Disputes	(JUL 2002)
52.233-3	Protest After Award	(AUG 1996)
52.242-13	Bankruptcy	(JUL 1995)
52.243-1	Changes – Fixed-Price	(AUG 1987)
52.244-2	Subcontracts	(AUG 1998)
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)	(APR 1984)

SECTION J. – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

There are no documents, exhibits, or other attachments for this RFP.

**SECTION K. –
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

Representations and Certifications	Reference
Name and Address of Offeror	Date of offer

“SOLICITATION” MEANS “INVITATION FOR BIDS” IN SEALED BIDDING AND “REQUEST FOR PROPOSAL” OR “REQUEST FOR QUOTATION” IN NEGOTIATION.

“OFFER” MEANS “BID” IN SEALED BIDDING AND “PROPOSAL” IN NEGOTIATION.

“OFFEROR” MEANS THE PERSON OR FIRM SUBMITTING THE OFFER.

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

K.1 52.219-1 SMALL BUSINESS CONCERN REPRESENTATION (MAY 1991) (DEVIATION MMAR 52.219-1):

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

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

- (a) *Definitions.*

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

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

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (MMAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in MMAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

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

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

(e) *Type of organization.*

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

(f) *Common parent.*

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

Name _____

TIN _____

K.3 52.222-20 WALSH-HEALY PUBLIC CONTRACTS ACT (DEC 1996):

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

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

The offeror represents that –

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

K.5 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) : (Applicable to contracts which include the clause at MMAR 52.222-26, Equal Opportunity, except for construction contracts.)

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.6 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999):

- (a) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.7 52.219-2 EQUAL LOW BIDS (OCT 1995):

- (a) This provision applies to small business concerns only.
- (b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

- (c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

K.8 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001):

- (a) (1) The offeror certifies, to the best of its knowledge and belief, that –
 - (i) The offeror and/or any of its Principals –
 - (A) Are , are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have , have not , within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
 - (C) Are , are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
 - (D) Have , have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (E) Are , are not , presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

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

- (1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or,
- (2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or,
- (3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

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

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

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

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

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror’s responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror 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.9 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985):

(a) The offeror certifies that—

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

- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

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

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (3) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.10 52.203-4 CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984):

- (a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror-- [NOTE: For interpretation of the representation, including the term "bona fide employees," see Subpart 3.4 of the Federal Acquisition Regulation.]
 - (1) has, has not, employed or retained any person or company to solicit or obtain this contract; and
 - (2) has, has not, paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
- (b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer –
 - (1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

- (2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

K.11 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984):

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

The offeror certifies that –

- (a) Any facility to be used in the performance of this proposed contract is , is not , listed on the Environmental Protection Agency List of Violation Facilities;
- (b) The offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.12 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991): (Deviation) (Applicable if the offer exceeds \$100,000)

- (a) The definitions and prohibitions contained in the clause, at MMAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 –
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and certificate to the Contracting Officer prior to the award of a contract to the SBA.
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

- (4) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.13 52.209-7 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATE–MARKETING CONSULTANTS (NOV 1991): (Applicable to negotiated acquisitions if the offer exceeds \$200,000.)

(a) Definitions.

- (1) Marketing consultant means any independent contractor who furnishes advice, information, directions, or assistance to an offeror or any other contractor in support of the preparation or submission of an offer for a Government contract by that offeror. An independent Contractor is not a marketing consultant when rendering –
 - (i) Services excluded in Subpart 37.204;
 - (ii) Routine engineering and technical services (such as installation, operation, or maintenance of systems, equipment, software, components, or facilities);
 - (iii) Routine legal, actuarial, auditing, and accounting services; or,
 - (iv) Training services.
- (2) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectively in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

- (b) An individual or firm that employs, retains or engages contractually one or more marketing consultants in connection with a contract, shall submit to the Contracting Officer, with respect to each marketing consultant, the certificates described below, if the individual or firm is notified that it is the apparent successful offeror.

(c) The certificate must contain the following:

- (1) The name of the agency and the number of the solicitation in question.
- (2) The name, address, telephone number, and Federal taxpayer identification number of the marketing consultant.
- (3) The names, addresses, and telephone number of a responsible officer or employee of the marketing consultant who has personal knowledge of the marketing consultant's involvement in the contract.
- (4) A description of the nature of the services rendered by or to be rendered by the marketing consultant.
- (5) The name, address, and telephone number of the client or clients, and the name of a responsible officer or employee of the marketing consultant who is knowledgeable about the services provided to such client(s), and a description of the nature of the services rendered to such client(s), if, based on information provided to the Contractor by the marketing consultant, any marketing consultant is rendering or, in the 12 months preceding the date of the certificate, has rendered services respecting the same subject matter of the instant solicitation, or directly relating to such subject matter, to the Government or any other client (including any foreign government or person).

- (6) A statement that the person who signs the certificate for the prime Contractor has informed the marketing consultant of the existence of Subpart 9.5 and Office of Federal Procurement Policy Letter 89-1.
 - (7) The signature, name, title, employer's name, address, and telephone number of the persons who signed the certificates for both the apparent successful offeror and the marketing consultant.
- (d) In addition, the apparent successful offeror shall forward to the a certificate signed by the marketing consultant that the marketing consultant has been told of the existence of Subpart 9.5 and Office of the Federal Procurement Policy Letter 89-1, and the marketing consultant has made inquiry, and to the best of the consultant's knowledge and belief, the consultant has provided no unfair competitive advantage to the prime Contractor with respect to the services rendered or to be rendered in connection with the solicitation, or that any unfair competitive advantage that, to the best of the consultant's knowledge and belief, does or may exist, has been disclosed to the offeror.
- (e) Failure of the offeror to provide the required certifications may result in the offeror being determined ineligible for award. Misrepresentation of any fact may result in the assessment of penalties associated with false certifications or such other provisions provided for by law or regulation.

K.14 52.219-15 NOTICE OF PARTICIPATION BY ORGANIZATIONS FOR THE HANDICAPPED (APR 1991):

(a) Definitions.

“Handicapped individual” means a person who has a physical, mental, or emotional impairment, defect, ailment, disease, or disability of a permanent nature which in any way limits the selection of any type of employment for which the person would otherwise be qualified or qualifiable.

“Public or private organization for the handicapped” means one (1) which is organized under the laws of the United States or of any State, operated in the interest of handicapped individuals, the net income of which does not inure in whole or in part to the benefit of any shareholder or other individual; (2) which complies with any applicable occupational health and safety standard prescribed by the Secretary of Labor; and (3) employs in the production of commodities and in the provision of services, handicapped individuals for not less than 75 percent of the direct labor required for the production of provision of the commodities or services.

- (b) Certification. The offeror certifies that it is is not a public or private organization for the handicapped. An offeror certifying in the affirmative is eligible to participate in any resultant contract as if it were a small business concern.
- (c) Agreement. An offeror certifying as a public or private organization for the handicapped agrees that at least 75 percent of the direct labor required in the performance of the contract will be performed by handicapped individuals.

K.15 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000):

- (a) Submission of this certification is a prerequisite for making or entering into this contract.
- (b) By signing this offer, the offeror certifies that –
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
 - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]
 - (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
 - (ii) The facility does not have 10 or more fulltime employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
 - (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
 - (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
 - (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

SECTION L. – INSTRUCTIONS, CONDITIONS, AND NOTICES TO CONTRACTORS

L.1 SOLITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998):

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The 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 of offer. Also the full text of a solicitation provision may be accessed electronically at:

<http://www.gpo.gov/pdfs/vendors/mmar.pdf>.

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

<u>Clause No.</u>	<u>Clause Title</u>	<u>Clause Date</u>
52.215-1	Instructions to Offerors – Competitive Acquisition	(MAY 2001)
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	(FEB 1999)
52.222-38	Compliance with Veteran’s Employment Reporting Requirements	(DEC 2001)

L.2 TYPE OF CONTRACT (APR 1984):

The GPO contemplates award of a firm fixed price supply contract resulting from this solicitation.

L.3 SERVICE OF PROTEST (AUG 1996):

- a) Protests, as defined in section 33.106 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 to the Contracting Officer for Program 950-S. Due to the COVID-19 pandemic, the physical office will NOT be open. Based on this, protests must be submitted via email at apsacs@gpo.gov with one (1) hard copy delivered to: U.S. Government Publishing Office, APSACS, Attn: Joseph Harrington, Stop: CSAPS, Room A843, 732 North Capitol Street, NW, Washington, DC 20401, by obtaining written and dated acknowledgment of receipt (via email) from Joseph Harrington, Contracting Officer.
- b) The copy of any protest shall be received in the office designated above within one (1) workday of filing a protest with the GAO.

L.4 EXPENSES RELATED TO CONTRACTOR SUBMISSIONS:

The GPO will not reimburse any contractor 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 for other expenses required by the contractor to qualify for award.

L.5 GENERAL:

These instructions prescribe the format of proposals and presentation of proposal data. They are designed to ensure the submission of information essential to the understanding and comprehensive evaluation of proposals. Proposals must be submitted in accordance with section L.6.

L.6 SUBMISSION OF PROPOSALS:

Due to the COVID-19 pandemic, the physical office will NOT be open. Based on this, proposals must be submitted via email to apsacs@gpo.gov (as specified on page 1) with one (1) hard copy of the proposal package delivered to: U.S. Government Publishing Office, APSACS, Attn: Joseph Harrington, Stop: CSAPS, Room A843, 732 North Capitol Street, NW, Washington, DC 20401. Proposal package must be submitted (both electronically and in hard copy format in accordance with Section L.7.b). ***Proposals received after the date specified on page 1 will not be considered for award.***

L.7 PROPOSAL PRESENTATION AND FORMAT:

- a) The following instructions shall be adhered to in preparing the contractor's technical proposal in response to all requirements. Failure of a proposal to show compliance with these instructions may be grounds for exclusion of the proposal from further consideration. Proposals shall be typewritten or reproduced on letter-size paper and shall be legible in all required copies.
 - (1) Proposals shall be prepared on 8-1/2 x 11" sheets of paper only. Legible charts and graphs may be used where practical to depict organizations, implementation schedules, technical data, etc. Such charts and graphs shall be uncluttered to preserve clarity. Foldout pages, up to 11 x 17", may be used for data (e.g., charts, diagrams) that cannot be reasonably presented on a regular size page and will be counted as two pages. No printing is allowed on the back side of any pages. The maximum number of pages allowed is 75 pages, excluding contractor facilities and equipment list, customer references, and price proposal.
 - (2) The type size for all the proposal documentation (to include tables, prices, etc., but not technical literature) shall be no smaller than 12 point.
 - (3) 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.
- b) Proposals in response to this Request for Proposal shall be submitted in the following three (3) separate and distinct parts:
 - (1) One (1) hard copy of this solicitation package. All applicable sections shall be completed by the contractor. The contractor shall insert the bid acceptance period (if other than 60 calendar days) and shall acknowledge receipt of all amendments (see page 1)
 - (2) One (1) hard copy of the "Technical Proposal" shall be submitted in accordance with the guidelines set forth in paragraph L.8.
 - (3) One (1) hard copy of the "Price Proposal" shall be submitted in accordance with the guidelines set forth in paragraph L.9.

Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of evaluation of the other. All documents submitted shall have a cover page with the identifying RFP title, the solicitation number, and name of the contractor.

L.8 TECHNICAL PROPOSAL: Contractors shall address each of the following areas in a separate and distinct section of their proposals:

- a) Executive Summary: The contractor shall provide a brief statement of the salient features of the proposal, including conclusions and recommendations.

- b) **Functional Requirements:** The contractor shall clearly and completely address each and every requirement in Sections C, D, E, and F. The contractor's discussions of requirements and proposed solutions shall be consistent with the structure of these sections. A table of contents shall be developed. The contractor shall restate each requirement, and clearly describe and discuss the proposed solution. Mere acknowledgement of a "requirement," or a discussion limited to statements such as "recognized commercial methods will be used" or "standard procedure will be followed" are unacceptable, and may be grounds for exclusion of the proposal from further consideration. Any reference to supporting documentation shall clearly identify the location(s) within that documentation where clear substantiating information is to be found. The methods proposed for all production shall be described in detail. Any software proposed for use at any Government site shall be described with respect to its origin and function.
- c) **Contractor's Facilities:** Contractors must provide a list of the locations of all facilities that will be used in the performance of this contract including the category of products that will be provided at each location, plus a general list of all equipment that will be used. Contractors with more locations will be scored higher as will locations offering all services along with finishing services. Locations identified should include what services each location provides.
- d) **Quality Control Plan:** Contractors must provide a quality control plan explaining the methods used to assure adequate product quality and timely completion of products, as specified in Sections C, D, E, and F, and resolution of complaints.
- e) **Past Performance:** The contractor shall list and describe similar programs that are complete or in production. Projects under development may not be cited. The contractor shall elaborate on corporate or Government experience in such areas as the printing production and online ordering and fulfillment. The contractor shall also explain the relevancy of these past projects cited in relation to the requirements of RFP 950-S.
- (1) List all comparable programs developed and points of contact including name and telephone number. State current status of product(s) or service(s) provided in reference. Customers cited may be contacted to determine contractor's performance and to verify the accuracy of the information presented. If the accuracy cannot be verified, the experience will not be considered.
 - (2) The GPO will use data obtained from each customer and may use data obtained from other sources.
 - (3) Contractors are to provide Government contracts and customers for which the contractor's company has provided services. The referenced contracts must include details on what services were rendered, provide the agency the services were for, including name, address, and contact information.
 - (4) Contractors shall send their listed private sector references a letter authorizing the reference to provide past performance information to the GPO. The letter shall be worded to the following effect:

Dear "Client's Name":

We are currently responding to the RFP 950-S for the procurement of convenience printing services for the Government Publishing Office. The GPO is placing increased emphasis in their procurements on past performance as a source selection factor. The GPO is requiring that clients of entities responding to their solicitations be identified and is requesting the client's participation in the evaluation process. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries. We have identified Mr./Ms. _____ of your organization as the point of contact based on their knowledge concerning our work. Your cooperation is appreciated. Any questions may be directed to: _____

Sincerely,

- f) Program Management: The contractor shall define their capability to meet the program requirements specified in the statement of work.

L.9 PRICE PROPOSAL:

The contractor's pricing proposal shall include such detail as needed to clearly reflect pricing for all products to be provided to allow for accurate costing and billing. The contractor's pricing proposal must be submitted in the CLIN pricing format provided in Section B. If an item is to be at no charge to the Government, it must be reflected in the proposal. The RFP proposal should be submitted on the basis of most favored customer pricing and include the contractor's trade discount terms.

L.10 RESPONSIBILITY:

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

L.11 CAPABILITY ANALYSIS:

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

L.12 FINANCIAL DETERMINATION:

As part of the financial determination, each offeror may be required to provide financial documents. 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 financial determination of responsibility by the Government. Failure to provide the requested information in the time specified by the Government may result in the Contracting Officer not having adequate information to reach an affirmative determination of responsibility.

As part of the financial determination, the offeror in line for award may be required to provide one or more of the following financial documents:

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

SECTION M. – EVALUATION FACTORS FOR AWARD

This contract will be awarded to the offeror that represents the best value to the Government. This process permits tradeoffs among price and non-cost factors and shall allow the GPO to accept other than the lowest priced proposal. The perceived benefits of the higher priced proposal shall merit the additional cost. Due to the criticality of the requirement and the need for success, all evaluation factors other than price, when combined, are approximately equal in importance as the price.

Offerors will be evaluated on their capability to perform all tasks outlined in this solicitation. Proposals that exceed the stated requirements may be rated higher than those proposals that meet the stated requirements.

In conducting the evaluation, the Government may use data provided by the offeror in the proposal as well as data obtained from other sources. While the Government may elect to consider data obtained from other sources, including discussion with offerors if deemed necessary, the burden of providing thorough and complete information rests with the offeror.

A trade-off analysis will be performed. The likelihood that price will influence the selection process increases as the difference between past performance best value discriminators decline.

The Government hereby notifies offerors that taking exception to any term or condition of this solicitation (including submitting any alternate proposal that requires relaxation of a requirement) could make an offer unacceptable. Unless this solicitation expressly authorized an exception with regard to that specific term or condition, the Government will consider any exception to *any* term or condition of this solicitation that is not expressly authorized by this solicitation to be a deficiency, as defined in MMAR 15.001, which may or may not be subject to correction.

The Government reserves the right, without qualification, to accept or reject any or all proposals, to negotiate with any and all offerors regardless of the terms of the original proposal, and to request additional clarifying information either through written or through conference with the offerors. Proposals should be submitted initially on the most favorable terms from a price and technical standpoint. All offerors are notified that discussions will likely be held with offerors determined to be within the competitive range which will be determined upon evaluations of proposals.

M.1 PROPOSAL EVALUATION:

Proposals will be reviewed to determine that it has been prepared in accordance with Section L and that all requirements of this solicitation have been addressed. Failure to follow all Section L instructions and address Section C requirements may be grounds for exclusion of the proposal from further consideration.

Proposals will be evaluated in accordance with the factors as set forth below. Factors are listed in descending order of importance.

A Source Selection Evaluation Board (SSEB) consisting of professional Federal personnel will be convened to review and evaluate all proposals. These evaluations will be based on the offerors responses to both the technical evaluation factors and pricing requirements stated in this RFP.

M.2 BASIS FOR AWARD:

The Government will make an award to the responsible offeror whose offer conforms to the solicitation and is most advantageous to the Government, price and technical factors listed below considered.

As proposals become more equal in their technical merit, price becomes more important.

M.3 TECHNICAL EVALUATION FACTORS:

Technical evaluation factors are listed below in descending order of importance:

1. Service
2. Printing and Finishing
3. Online Ordering and Online Repository
4. Account Operations and Maintenance
5. Marketing

M.4 FINANCIAL EVALUATION FACTOR:

The Government will review the offeror's financial information provided (see L.12) to determine the offeror's financial viability and to determine if the offeror has the financial wherewithal to successfully complete the contract requirements during the period of performance (including any option years, if exercised).

M.5 PAST PERFORMANCE EVALUATION FACTOR:

The Government will evaluate the offeror's description of their experience to determine the extent to which they have performed work similar in size, scope, and complexity to the work required by the solicitation and to assess the likelihood that the offeror can successfully perform the contract requirements.

Performance on past projects shall be evaluated on the following criteria:

- 1) Quality and conformance to the specifications.
- 2) Meeting production and administrative schedules.
- 3) Reasonable and cooperative behavior and commitment to customer.
- 4) Contractor's business-like concern for the interest of the customer.

Additionally, the Government will evaluate the past performance reference letter (see paragraph L.8.e)(4)) submitted by the references for the offeror and any other past performance information related to the offeror's previous work that the Government deems relevant to the requirements of this solicitation to determine how well the offeror has performed in the past.

The Government will consider the completeness, quality, timeliness, relevancy as to size, scope, and complexity of the offeror's previous work, and customer satisfaction. Past performance on contracts that are more relevant to this requirement will be weighed more heavily. Offerors with no relevant past performance information will receive a neutral rating under this factor.

M.6 PRICE EVALUATION FACTOR:

Prices submitted under Section B.2, "PRICE SCHEDULE," will be used for evaluation only. Offerors must submit, in addition, an all-inclusive price list of the products and services that they will provide to the Government under this program in the CLIN pricing format provided. Prices will be applied to the "Basis for Price Evaluation" figures below to determine the overall total cost of the line items.

M.7 BASIS FOR PRICE EVALUATION:

The Government will determine the lowest price by applying the prices submitted in Section B.2 to the following units of production which are the estimated annual requirements to produce the items listed in Section B.2. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period of time.

The GPO cannot predict nor guarantee the order volume generated by this program. Order volume may be influenced by the quality of services provided and the marketing efforts of the contractor.

The estimates specified below are based on historical data. However, due to the current global pandemic, offerors are put on notice that the estimated amounts of work anticipated on this contract may be significantly impacted during the first period of performance.

NOTE: An “XX” for any CLIN below indicates that these items are not expected to be required based on historical data. However, offerors are not prohibited from offering a price for these items (see Section B.2).

The following item designations correspond to those listed in Section B.2

I. PRINTING AND COPYING:

	(1)	(2)	(3)	(4)
CLIN 001	25,000,000	184,000	31,000,000	190,000
CLIN 002	23,000	23,000	372,000	82,000
CLIN 003	73,000	200	238,000	200
CLIN 004	48,000	15,000	243,000	35,000
CLIN 005	495,000	8,000	317,000	13,000
CLIN 006	165,000	XX	106,000	XX
CLIN 007	18,000	94,000	9,000	113,000
CLIN 008	989,000	XX	XX	XX
CLIN 009	54,000	63,000	74,000	146,000
CLIN 010	161,000	189,000	223,000	439,000
CLIN 011	1,160,000	1,400,000	4,860,000	3,500,000
CLIN 012	385,000	473,000	1,620,000	1,172,000
CLIN 013	61,000	118,000	134,000	100,000

II. FINISHING OPERATIONS:

CLIN 014	22,000
CLIN 015	130,000
CLIN 016	11,000
CLIN 017	348,000
CLIN 018	1,296,000
CLIN 019	28,000
CLIN 020	124,000
CLIN 021	370
CLIN 022	12,000
CLIN 023	1,500
CLIN 024	23,000
CLIN 025	20,000
CLIN 026	39,000
CLIN 027	100
CLIN 028	66,000
CLIN 029	8,000
CLIN 030	1,000
CLIN 031	1,000
CLIN 032	1,000

CLIN 033	1,000
CLIN 034	30,000
CLIN 035	9,000

III. OPTIONAL ITEMS:

CLIN 036	26,000
CLIN 037	339,000
CLIN 038	135,000
CLIN 039	5,000
CLIN 040	19,000
CLIN 041	1,500

M.8 AWARD OF CONTRACT:

A contract will be awarded to the successful offeror following evaluation. The award document will be the Solicitation, Offer, and Award form (see page 1). This form will be executed by the Contracting Officer on behalf of the Government.