

PROGRAM 1733-S TERM 4/1/16 TO 3/31/17										
TITLE: BILLING STATEMENTS, ENVELOPES AND MAILING SERVICES										
ITEM NO.	DESCRIPTION	BASIS OF AWARD	NPC Claysburg, PA UNIT RATE	COST	HOV SERVICES INC Charlotte, NC UNIT RATE					
I.	COMPLETE PRODUCT:									
(a)	Printing billing statements face and back in black (to include micro-perforation).....per leaf									
(1)	Makeready and/or Setup.....	300	\$200.00	\$60,000.00	\$0.00					
(2)	Running Per 1,000 Copies.....	46000	\$10.49	\$482,540.00	\$18.19					
(b)	Printing billing statements face only in black...per leaf									
(1)	Makeready and/or Setup.....	30	\$400.00	\$12,000.00	\$0.00					
(2)	Running Per 1,000 Copies.....	6300	\$10.10	\$63,630.00	\$13.85					
(c)	Printing outgoing envelope face and back in Pantone 280.....per envelope									
(1)	Makeready and/or Setup.....	300	\$0.00	\$0.00	\$0.00					
(2)	Running Per 1,000 Copies.....	46000	\$15.12	\$695,520.00	\$15.87					
(d)	Printing return envelope face and back in black ink.....per envelope									
(1)	Makeready and/or Setup.....	300	\$0.00	\$0.00	\$0.00					
(2)	Running Per 1,000 Copies.....	46000	\$11.07	\$509,220.00	\$13.18					
(e)	Printing static inserts, face only or face and back, White Offset Book.....per color, per page									
(1)	Makeready and/or Setup.....	50	\$95.92	\$4,796.00	\$0.00					
(2)	Running Per 1,000 Copies.....	4000	\$4.53	\$18,120.00	\$20.27					
(f)	Printing variable data inserts, face only or face and back, White Offset Book.....per color, per page									
(1)	Makeready and/or Setup.....	1	\$197.16	\$197.16	\$0.00					
(2)	Running Per 1,000 Copies.....	70	\$7.94	\$555.80	\$21.09					
II.	ADDITIONAL OPERATIONS:									
(a)	Z-folding from 8-1/2 x 11" to 8-1/2 x 3-2/3".....per 1,000 leaves.....	52300	\$0.00	\$0.00	\$1.45					
(b)	C-folding from 8-1/2 x 11" to 8-1/2 x 3-2/3".....per 1,000 leaves.....	4070	\$0.00	\$0.00	\$1.45					
(c)	Inserting.....per 1,000 inserts.....	56370	\$11.68	\$658,401.60	\$9.40					
(d)	Numbering each page of the billing statement.....per 1,000 pages.....	98300	\$0.00	\$0.00	\$0.00					
(e)	Barcoding the face of each leaf of each billing statement.....per 1,000 leaves.....	52300	\$0.00	\$0.00	\$0.00					
	% surcharge		30%		15%					
	CONTRACTOR TOTALS			\$2,504,980.56						
	DISCOUNT		0.25%	\$6,262.45	0					
	DISCOUNTED TOTALS			\$2,498,718.11						

	JAMISON PROFESSIONAL SVC Atlanta, GA		TAYLOR VENTURE SOLUTIONS Arden Hills, MI		CENVEO LOS ANGELES Los Angeles, CA			
COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST		
\$0.00	\$7,500.00	\$2,250,000.00	\$95.00	\$28,500.00	\$25.00	\$7,500.00		
\$836,740.00	\$30.00	\$1,380,000.00	\$45.40	\$2,088,400.00	\$28.00	\$1,288,000.00		
\$0.00	\$750.00	\$22,500.00	\$95.00	\$2,850.00	\$25.00	\$750.00		
\$87,255.00	\$25.00	\$157,500.00	\$44.00	\$277,200.00	\$19.00	\$119,700.00		
\$0.00	\$600.00	\$180,000.00	\$70.00	\$21,000.00	\$0.00	\$0.00		
\$730,020.00	\$100.00	\$4,600,000.00	\$18.20	\$837,200.00	\$14.00	\$644,000.00		
\$0.00	\$600.00	\$180,000.00	\$70.00	\$21,000.00	\$0.00	\$0.00		
\$606,280.00	\$100.00	\$4,600,000.00	\$14.63	\$672,980.00	\$12.00	\$552,000.00		
\$0.00	\$600.00	\$30,000.00	\$400.00	\$20,000.00	\$0.00	\$0.00		
\$81,080.00	\$30.00	\$120,000.00	\$14.00	\$56,000.00	\$10.00	\$40,000.00		
\$0.00	\$125.00	\$125.00	\$750.00	\$750.00	\$0.00	\$0.00		
\$1,476.30	\$30.00	\$2,100.00	\$20.59	\$1,441.30	\$28.00	\$1,960.00		
\$75,835.00	\$0.017	\$889.10	\$3.00	\$156,900.00	\$4.50	\$235,350.00		
\$5,901.50	\$0.017	\$69.19	\$3.00	\$12,210.00	\$4.50	\$18,315.00		
\$529,878.00	\$45.00	\$2,536,650.00	\$4.50	\$253,665.00	\$12.50	\$704,625.00		
\$0.00	\$20.00	\$1,966,000.00	\$0.00	\$0.00	\$0.00	\$0.00		
\$0.00	\$60.00	\$3,138,000.00	\$0.00	\$0.00	\$5.00	\$261,500.00		
	10%		15%		50%			
\$2,954,465.80		\$21,163,833.29		\$4,450,096.30		\$3,873,700.00		
\$0.00	0	\$0.00	0.25%	\$11,125.24	0	\$0.00		
\$2,954,465.80		\$21,163,833.29		\$4,438,971.06		\$3,873,700.00		



MPM				
COMMUNICATIONS LLC				
Indianapolis, IN			PREVIOUS VENDOR	
UNIT RATE	COST		UNIT RATE	COST
\$0.00	\$0.00		\$0.00	\$0.00
\$18.00	\$828,000.00		\$14.00	\$644,000.00
\$0.00	\$0.00		\$0.00	\$0.00
\$18.00	\$113,400.00		\$11.00	\$69,300.00
\$0.00	\$0.00		\$0.00	\$0.00
\$17.00	\$782,000.00		\$14.50	\$667,000.00
\$0.00	\$0.00		\$0.00	\$0.00
\$13.00	\$598,000.00		\$11.50	\$529,000.00
\$0.00	\$0.00		\$0.00	\$0.00
\$12.00	\$48,000.00		\$13.00	\$52,000.00
\$0.00	\$0.00		\$0.00	\$0.00
\$40.00	\$2,800.00		\$16.00	\$1,120.00
\$3.00	\$156,900.00		\$1.00	\$52,300.00
\$3.00	\$12,210.00		\$1.00	\$4,070.00
\$10.00	\$563,700.00		\$6.50	\$366,405.00
\$0.00	\$0.00		\$0.00	\$0.00
\$0.00	\$0.00		\$0.00	\$0.00
20%			25%	
	\$3,105,010.00			\$2,385,195.00
0	\$0.00		1.00%	\$23,851.95
	\$3,105,010.00			\$2,361,343.05

U.S. GOVERNMENT PUBLISHING OFFICE

Dallas, TX

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Billing Statements, Envelopes and Mailing Services

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

Department of Veteran Affairs

Single Award

**TERM OF CONTRACT:** The term of this contract is for the period beginning **April 1, 2016 and ending March 31, 2017**, plus up to four (4) optional 12-month extension period(s) that may be added in accordance with the “OPTION TO EXTEND THE TERM OF THE CONTRACT” clause in SECTION 1 of this contract.

**BID OPENING:** Bids shall be publicly opened at 2 p.m., prevailing Dallas, Texas time, on February 4, 2016.

**BID SUBMISSION:** Submit bid in pre-addressed envelope furnished with solicitation or send to: U.S. Government Publishing Office, Customer Services, Dallas Regional Office, Agency Procurement Services, 1100 Commerce Street, Suite 731, Dallas, TX 75242.

Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO, Fax No. 214-767-0456. The program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2, as revised June 2001.

**BIDDERS, PLEASE NOTE:** These specifications have been extensively revised; therefore, all bidders are cautioned to familiarize themselves with all provisions of these specifications before bidding.

Questions concerning this contract should be directed to Jim Hunt at (214) 767-0451, ext. 5. (No collect calls.)

Abstracts of contract prices are available at: <http://www.gpo.gov/gpo/abstracts/abstract.action?region=Dallas>.

To submit a bid, contractors must execute and submit the “Schedule of Prices” (beginning on page 18), included within, and GPO Form 910, included within.

## SECTION 1. - GENERAL TERMS AND CONDITIONS

**GPO CONTRACT TERMS:** Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (Rev. August 2002)). A copy of these publications, as well as other supplemental GPO contract documents, can be obtained at: <http://www.gpo.gov/vendors/gaocab.htm>

**DISPUTES:** GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008 clause found at <http://www.gpo.gov/pdfs/vendors/contractdisputes.pdf>. This June 2008 clause also cancels and supersedes any other disputes language currently included in existing contractual actions.

**DOING BUSINESS WITH THE GPO:** Contractors wishing to do business with the GPO are referred to the GPO web site ( <http://www.gpo.gov/vendors/index.htm> ) where one can register as a GPO contractor using the 'GPO Contractor Connection' link in accordance with the furnished instructions on that page.

**PRIVACY ACT NOTIFICATION:** This procurement action requires the contractor to do one or more of the following: design, develop, or operate a system of records on individuals to accomplish an agency function in accordance with the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations.

**SECURITY WARNING:** It is the contractor's responsibility to properly safeguard personally identifiable information (PII) from loss, theft, or inadvertent disclosure and to immediately notify the Government of any loss of personally identifiable information. Personally identifiable information includes but is not limited to a person's name, date of birth, Social Security Number, address, or financial data.

The contractor shall assure that each contractor's officers and employees with access to confidential information knows the prescribed rules of conduct, and that each contractor employee is aware that he/she may be subject to criminal penalties for violations of the Privacy Act.

**Incident Reporting Requirements:** If there is a breach, or a suspected breach, of PII, the incident must be reported to the GPO contract administrator within one hour of discovery.

**CONFIDENTIALITY REQUIREMENTS:** Contractor shall be bound by confidentiality rules applicable to the protection of PII. Contractor shall exercise reasonable discretion in handling documents that include privileged materials and confidential PII.

The contractor must agree to the following security conditions:

- a) Mailing lists received by the contractor are sensitive and must be properly safeguarded from unauthorized disclosure. When mailing lists are not being processed, they will be securely stored in a location which will preclude unauthorized access.
- b) Individuals having access to mailing lists during pick-up, transport, processing, assembly, delivery, etc., must be properly notified by the contractor regarding the sensitivity of the information and cautioned to preclude loss, theft, destruction or unauthorized access.

**SECURITY:** The information provided for this contract is considered sensitive. The processing and production and storage of this information require the greatest possible care in handling to ensure against any copies (or any information therein) from reaching unauthorized persons.

During the performance of this contract, controlled items/sensitive information will be produced. Appropriate safeguards must be proposed by the contractor and approved by the Contracting Officer for the safeguarding from actual, potential or inadvertent release by the contractor, or subcontractor, of these materials in any form. Such safeguards shall ensure that only governmental and contractor parties, including subcontractors that have an established need-to-know, have access in order to perform work under this contract, and then only under conditions which assure that the information is properly protected.

The GPO reserves the right to audit contractor facilities for compliance with the above restrictions. While in use, all working materials shall be maintained under surveillance and shall be kept secure so as to preclude access by any persons who do not have a legitimate need to view them. Whenever controlled/sensitive information is not under the personal control and observation of an authorized person, it shall be guarded or stored in a locked security cabinet, safe, or safe-type steel file container. When it is impractical to store working materials because of its nature, size, or unique characteristics the material shall be secured in a restricted area capable of preventing unauthorized entry. The contractor is charged with designating an employee to perform all security checks to ensure compliance with these security requirements.

**SECURITY PLAN:** The contractor must have a detailed Security Plan and must submit the Security Plan for approval before contract award. The integrity of any furnished discs or electronic submission must be given the highest priority. Therefore, the contractor must guarantee that the furnished addresses will be used only to complete this contract. NOTE: Security requirements also apply to any sub-contractor as well as the contractor (all parties involved).

Bid submission indicates contractor agrees and will abide by all the confidentiality and security requirements of this contract.

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

Product Quality Levels:

- a) Printing (page related) Attributes -- Level II for items printed in process color and Level III for items printed in spot colors.
- b) Finishing (item related) Attributes -- Level II.
- c) Exceptions: Finishing Attributes for Envelopes -- None but envelopes must function as intended.

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

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

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

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Approved proofs	average type dimension set by contractor, camera copy.
P-8. Approved proofs	camera copy.
P-9. Approved color proofs	Pantone Matching System color, color swatch, Government furnished sample.
P-10. Approved color proofs	Government furnished sample, four-color artwork.

Prior to award, contractor may be required to provide information related to specific equipment that will be used for production.

**OPTION TO EXTEND THE TERM OF THE CONTRACT:** The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed five (5) years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "EXTENSION OF CONTRACT TERM" clause. See also "ECONOMIC PRICE ADJUSTMENT" for authorized pricing adjustment(s).

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

**ECONOMIC PRICE ADJUSTMENT:** The pricing under this contract shall be adjusted in accordance with this clause, provided that in no event will any pricing adjustment be made that would exceed the maximum permissible under any law in effect at the time of the adjustment. There will be no adjustment for orders placed during the first period specified below. Pricing will thereafter be eligible for adjustment during the second and any succeeding performance period(s). For each performance period after the first, a percentage figure will be calculated as described below and that figure will be the economic price adjustment for that entire next period. Pricing adjustments under this clause are not applicable to reimbursable postage or transportation costs, or to paper, if paper prices are subject to adjustment by separate clause elsewhere in this contract.

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from **April 1, 2016 and ending March 31, 2017**, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

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

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending three (3) months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending January 31, 2016, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

The Government will notify the contractor by contract modification specifying the percentage increase or decrease to be applied to invoices for orders placed during the period indicated. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs and separately adjusted paper prices. Payment discounts shall be applied after the invoice price is adjusted.

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

**ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS:** A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual print order for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

**ORDERING:** Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from **April 1, 2016 and ending March 31, 2017**, plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued," for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

**REQUIREMENTS:** This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "ORDERING." The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated," it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

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

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

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

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "ORDERING" clause of this contract.

**PAYMENT:** Contractors are required to submit all vouchers through the FAX Gateway. Each invoice submitted to GPO for payment must be for only one job and it must contain a copy of the print order and proof of delivery. If a delivery receipt contains proof of delivery for more than one job, the receipt must be duplicated and a copy submitted with each invoice. To get instructions, go to: <http://www.gpo.gov/vendors/payment.htm>

Note: The contractor shall itemize each billing voucher in accordance with the contract 'Schedule of Prices.'

## SECTION 2. – SPECIFICATIONS

**SCOPE:** These specifications cover the production of billing statements, inserts and envelopes plus mailing services requiring such operations as printing, binding, packing, and distribution.

**TITLE:** Letters, Envelopes and Mailing Services.

**FREQUENCY AND QUANTITY OF ORDERS:** Approximately 300 orders per year (25 orders per month):

Envelopes: Approximately 20,000 to 200,000 or more per order with an average of 150,000 per order.

- a) Billing statements: Approximately 20,000 to 200,000 or more per order with an average of 150,000 sets of billing statements per order. Approximately 80% of billing statements are one leaf printed head to head. The remaining 20% may consist of up to seven leaves (first leaf printed head to head and the remaining six leaves printed face only). The print order will specify.
- b) Inserts: Approximately 20,000 to 100,000 or more inserts with an average of 80,000 inserts with approximately 50 orders per year. On average inserts are produce semi-annually for a one month cycle which will require the contractor to print an insert containing static data from Department supplied electronic media. The inserts will print face only or face and back in black only or in black plus additional colors. On rare occasions, the inserts may contain variable data. Inserts are one leaf.
- c) Non-qualified pieces and international mail: Approximately 50 to 500 non-VA permit qualified mail pieces with an average of 200 pieces per order, may be metered against the contractor's postage meter. Quantity and cost of metered mail will be provided to VA for each production job. The contractor must apply the appropriate postage for any pieces not suitable for mailing (using the VA-supplied Postal Permit). The contractor will be reimbursed for postage by submitting a properly completed USPS receipt for mailing (or equivalent) with the voucher for billing.

### TRIM SIZES:

- a) Outgoing Envelope: No. 10, (4-1/8 x 9-1/2") with custom windows for both return and delivery addresses.
- b) Return Envelope: No. 9, (3-7/8 x 8-7/8") with custom window for delivery address.
- c) Billing Statement: 8-1/2 x 11"
- d) Inserts: 8-1/2 x 11"

**GOVERNMENT TO FURNISH:** Camera copy consisting of textual matter and line art to be reproduced same size for the envelopes and the letter(s) and the Veterans Administration (VA) logo. Print Orders.

**ELECTRONIC MEDIA** (Software/Electronic Documents): Electronic statements are in a print ready post script or PDF format. Vendor is responsible for providing presort services and applying USPS full service IMB data to statements.

The data is compressed using PKZIP software and then sent to the contractor via electronic data transfer using an SSH File Transfer Protocol (SFTP) over the Internet using a NIST FIPS 140-2 compliant cryptographic module capable of interchanging data with the Austin Information Technology Center (AITC) Network.

Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried on copy or film, must not print on finished product.

**CONTRACTOR TO FURNISH:** All materials and operations, other than those listed under "Government to Furnish" necessary to produce the product(s) in accordance with these specifications. Presorting and mailing of letters against VA permit to include USPS IMB markings.

**SUBCONTRACTING:** The contractor must be able to develop, produce and distribute the billing statements without subcontracting any portion of this process. This requirement refers to the production and mailing of the billing statements only. The contractor may subcontract the production of the envelopes required.

**INFORMATION SYSTEM:** The contractor must provide a computer network (also known as an "information system") to process, store, and transmit data that is in compliance with all applicable policies governing the transmission and use of the data transmitted by the AITC, including the Privacy Act, the Health Insurance Portability and Accountability Act (HIPAA), and applicable Department of Veterans Affairs policies and procedures. The contractor shall ensure their information system is configured and managed to meet the minimum recommendations described in NIST Special Publication (SP) 800-53 (Recommended Security Controls for Federal Information Systems) and VA Handbook 6500.2 (Management of Data Breaches Involving Sensitive Personal Information (SPI)) (available at <http://www.va.gov/vapubs>). It has been determined that the VA information processed is defined in the following categories- Sensitive Personal Information (SPI) and Regulatory/Program Specific Information – therefore the levels of security must be set for a high-impact information system, refer to Annex 2 from NIST SP 800-53. Information security personnel from the Department of Veterans Affairs will use this document as a tool to review the awarded contractor's compliance with the requirements above. Further information is available at <http://www.nist.gov>. Only compensating controls that have been approved by the AITC in writing may be used in lieu of the recommended controls in NIST SP 800-53. The contractor shall coordinate with the AITC to establish an SSH over the internet using a NIST FIPS 140-2 compliant cryptographic module capable of interchanging data with the AITC's network. The contractor will be required to sign an Interconnection Security Agreement (ISA) and Memorandum of Understanding (MOU) with the AITC and complete a Contractor Security Control Assessment (CSCA) correcting any non-compliant items before the connection may be established. Additionally, the contractor shall support and assist AITC staff and / or auditors in periodically assessing their information system's compliance with these requirements or in conducting investigations into security incidents.

Federal information systems (40 USC 11331) are information systems used or operated by an executive agency, by a contractor of an executive agency, or by another organization on behalf of an executive agency. Information systems may include servers, workstations, operating systems, databases, and applications, as well as any information/data stored, processed, or transmitted by the system. Federal information systems may contain information that is subject to the Privacy Act, the HIPAA, or other regulations. Every federal information system at the AITC processes information that is categorized as "sensitive but unclassified" (SBU).

All contractor and subcontractor personnel must read and abide by the security requirements in place at the contractor's facility. Failure to comply with these security requirements may result in revocation of physical and/or electronic access privileges and/or termination of the contract for default. Failure to complete the work in a timely manner, or by any required completion date, caused by delays in requesting security clearances, or due to revocation of access privileges resulting solely from the actions of the contractor or their personnel, is not sufficient reason to warrant an extension in contract time or cost.

**NETWORK AND TECHNICAL SECURITY CONTROLS:** The sensitivity level of data that is transmitted to the contractor's site has been categorized under FIPS Publication 199 (FIPS 199) as moderate.

The minimum required security controls that must be in place and show a demonstrated use are outlined in NIST Special Publication 800-53 (NIST 800-53) for each of the security categorizations. Although NIST 800-53 indicates these controls are "guidelines," they are required for this contract.

In addition, the data being transmitted must meet the guidelines for the encryption of sensitive federal information found in FIPS Publication 140-2 (FIPS 140-2). The contractor shall provide the necessary encryption device and configure it to communicate in FIPS 140-2 mode with the VA's encryption device.

**CONFIDENTIALITY OF DATA:** Any information systems involved with this contract are classified as systems of records subject to the Privacy Act of 1974 (Public Law 93-579), and some information systems may further be subject to the HIPAA. The contractor may, in the course of design, development, or conversion of data from existing systems, observe or handle information subject to the Privacy Act, the HIPAA, or other Federal regulations. Duplication or disclosure of data and other information to which the contractor will or may have access because of this contract is prohibited by law. It is understood that throughout performance of the contract, the contractor will or may have access to confidential data that is either the sole property of the VA, or is the sole property of other than the contracting parties. The contractor hereby agrees to maintain the confidentiality, integrity, and availability of all such data to which access may be gained throughout contract performance, whether title thereto vests in VA or otherwise. The contractor hereby agrees not to disclose said data, any interpretations thereof, or data derivative there to unauthorized parties in contravention of the provisions, without the written approval of the Contracting Officer, or the party in which title thereto is wholly vested. Also, FAR 52.224-1, Privacy Act Notification, and FAR 52.224-2, Privacy Act, apply to this contract and all orders issued against the contract, if applicable.

**INTERCONNECTION SECURITY AGREEMENT (ISA):** ISAs are written agreements between the information system owners that stipulate why and how information is to be shared, and how each party will provide adequate security of the information when it is under their control. One portion of the ISA describes the technical details of the data transmission link, including the devices used to encrypt the data. ISAs become an integral piece of the certification and accreditation documentation for each federal information system. The contractor is required to sign an ISA with the AITC before the connection may be established.

**RIGHTS IN GOVERNMENT FURNISHED DATA AND MATERIALS:** The VA shall retain all rights and privileges, including those of patent and copy, to all Government-furnished data. The contractor shall neither retain nor reproduce for private or commercial use any data or other materials furnished under this contract. The contractor agrees not to assert any rights at common law or in equity or establish any claim to statutory copyright in such data. These rights are not exclusive and are in addition to any other rights and remedies to which the Government is otherwise entitled elsewhere in this contract.

**LIMITED USE OF DATA AND INFORMATION:** The presentation of any report of analytical material based on information obtained from this contract will be subject to review by the VA before dissemination, publication or distribution. Presentation includes, but is not limited to, papers, articles, professional publications, speeches, testimony, or interviews with public print or broadcast media. The VA will review the materials for accuracy, content, and manner of presentation with an eye toward the protection of the privacy of individuals.

Performance of this contract may require that the contractor access and use data and information proprietary to the VA or another Government agency or Government contractor. Should the release of proprietary information such as that described above become necessary, the contractor's personnel and any subcontractor's personnel shall execute disclosure statements indicating their awareness of the receipt of such proprietary information and its proper care and handling. The contractor and the contractor's personnel may not divulge or release data or information developed or obtained in performance of this contract without the written approval of the Contracting Officer. The contractor will not use, disclose, or reproduce proprietary information or data other than as required in the performance of this contract. This does not preclude the use of any data independently acquired by the contractor without such limitations or prohibit in agreement (at no cost to the VA) between the contractor and the data owner, which provides for greater rights to the contractor.

**PRIVACY ACT AND HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:** The contractor will adhere to all Privacy Act regulations applicable to these statements as included in this solicitation. In addition to standard Privacy Act compliance, the contractor will be familiar with and abide by the security requirements contained in the HIPAA as well as other requirements contained in the HIPAA. Contractor personnel who obtain access to hardware or media which may manipulate or store any sensitive information protected under Title 5, USC, Section 552a, The Privacy Act, 38USC4132, 3301 or 3305, as defined by the VA, must not access information unless absolutely necessary to perform their contractual duties. Disclosure of any sensitive data obtained during performance of the particular contractual duty is prohibited. Violation of these statutory provisions may involve imposition of criminal penalties.

**CONTRACTOR PERSONNEL SECURITY:** Contract personnel performing work under this contract shall satisfy all requirements for appropriate security eligibility in dealing with access to sensitive information and information systems belonging to or being used on behalf of the VA. To satisfy the requirements of the VA, a Minimum Background Investigation shall be completed by the AITC prior to performing work under this contract. The level of access and the individual's capability to perform work under this contract will be the determining factor in deciding if a higher investigative requirement is needed. The contractor shall ensure that those requirements are fully satisfied within 30 days of initiation of such investigations.

The VA Security Investigation Center (SIC) provides Department-wide policy on the assignment of appropriate position sensitivity designations associated with positions involving national security and public trust responsibilities, and on the level of background investigations required for applicants and for incumbents of those positions. The contractor shall work with the VA Contract Manager in determining the position sensitivity level for the required services. Further, the contractor shall be responsible for the actions of all individuals provided to work for the VA under this contract. In the event that damages arise from work performed by contractor personnel under the auspices of this contract, the contractor will be responsible for all resources necessary to remedy the incident.

In conjunction with contract award and prior to contract performance, the VA Contract Manager shall obtain from the contractor the following information in order to request the appropriate investigative action: list of full legal names of contractor personnel doing work on this contract, Social Security Number (SSN) of contractor personnel, and home addresses of contractor's personnel.

**PRODUCTION FACILITY:** The contractor's facility must be a United States Postal Service (USPS) Detached Mailing Unit or Postal Substation to provide assurance of the contractor's expertise in mailing high volumes of critical documents and to expedite delivery of the billing statements via the USPS mail stream. Coding Accuracy Support System (CASS) certifications shall be present within the facility of manufacture. The CASS certifications shall be at all applicable USPS presort levels.

All processes entailed in the development, production and distribution of the billing statements must be housed within one facility. Production must begin and end within the same facility to enhance billing statement production efficiency, security and control. This requirement refers to the billing statements process once the printing, inserting and mailing are underway. The contractor may, however, have additional facilities strategically distributed throughout the United States.

**PHYSICAL SECURITY CONTROLS FOR CONTRACTOR'S FACILITY:** The facility shall have an active security program, including, but not limited to access control, intrusion detection with 24-hour per day monitoring, surveillance cameras, physical intrusion barriers, and an access auditing method.

All visitors to the contractor's facility shall be required to present a valid Government-issued photo identification (such as a state issued driver's license) and be logged in and out of the facility.

At least one surveillance camera shall be installed to monitor the area where federal information is processed. For analog video recording, images shall be recorded at not greater than 120-hour mode, videotapes shall be changed out promptly (within 5 minutes) upon reaching the end of the tape (not recorded over), and videotapes shall be retained for six months or upon completion or termination of the contract. If digital video recording is used, images shall be recorded at a frame rate of at least 4 images per second and retained for a period of at least 6 months or until the completion or termination of the contract. The contractor shall make such video recordings available for review on-site by AITC security personnel when requested.

All fire/security/environmental-monitoring systems shall be provided with an uninterruptible power supply (UPS) backup power source and be periodically checked for proper operation by trained technicians. The UPS shall provide power to these systems for a minimum of 24 hours.

The contractor may not move the AITC's materials to another location without specific authorization by an authorized AITC person, except in an emergency, in which case the contractor shall notify the AITC of the alternate location within 4 hours.

All personnel who will have physical or electronic access to federal information systems shall obtain the applicable VA security clearance before being granted access (or after submitting the necessary information to initiate a background investigation, when permitted).

To ensure individual accountability, physical access cards shall not be shared, loaned or given to any other person. Persons authorized to access the area where federal information is processed shall not allow another person to enter the area during the time they have the door open (also known as "tailgating"), except for authorized and escorted visitors. The contractor shall escort visitors authorized by the contractor to enter the area where AITC's information is processed with an access badge and each visitor's name shall be logged on a separate log sheet. The person escorting the visitor(s) shall maintain constant observation of the visitor(s) to ensure they do not access the AITC's information. The physical access control system shall generate reports listing each person who entered the area during any specified time period. The contractor shall provide these reports to AITC security personnel when requested.

**FEDERAL LAWS, POLICIES, REGULATIONS AND GUIDANCE RELATED TO FEDERAL DATA MANAGEMENT:** The contractor shall comply with all applicable laws, policies, regulations, and guidance, including, but not limited to those listed below:

- a) Privacy Act.
- b) Health Insurance Portability and Accountability Act (HIPAA).
- c) Federal Information Security Management Act (FISMA) (available at <http://www.tisma.gov>).
- d) National Defense Authorization Act.
- e) OMB Circulars (related to federal data management).
- f) NIST Federal Information Processing Standards (FIPS). (g) NIST Special Publications (800 series).
- g) Trade Secrets Act (18 U.S. Code 1905).
- h) Unauthorized Access Act (18 U.S. Code 2701 and 2710).
- i) VA Directive 5400 (Information Security Program) (available at <http://www1.va.gov/vapubs> ). (k) VA Directive and Handbook Series 0710 (available at <http://www1.va.gov/vapubs> ).

**PRE-AWARD INSPECTION OF SECURITY CONTROLS:** Prior to award, the AITC reserves the right to perform an on-site inspection of the contractor's security controls to ensure that they are in compliance with all of the items listed in this document. To facilitate this inspection, the Contractor shall supply the following items at least 3 business days prior to the scheduled site visit:

- a) All policies, regulations, standard operating procedures, and so forth related to physical, personnel, and technical/network security controls.
- b) Building/site drawings and diagrams depicting, at a minimum, fences, walls, parking areas, physical security controls (cameras, door locks, motion sensors, and so forth) and rooms. The drawing shall label all controls related to the physical security of the AITC data (that is, if there is a section of the facility that is altogether unrelated to the services contracted for, it is not necessary to label the controls in that area).
- c) Network diagram depicting the major components and security controls in place. This should include network segments, servers, external connections, routers, firewalls, intrusion detection devices, and so forth. It should specify operating systems (by name and version) for routers, VPN appliances, servers, and workstations.

**NON-PUBLICITY:** It is a specific condition of this contract that the contractor, or any subcontractors performing work on this project, shall not take any photographs on or of the contractor's facility or personnel therein, nor use or allow to be used any aspect of this contract for publicity or advertising purposes without specific written approval of the AITC's Chief of Security Services.

**BUSINESS CONTINUITY PLANS:** The contractor will maintain either separately or within their business continuity program a plan of action that will allow for continued provision of services to the AITC within 72 hours of an event that disrupts or destroys the ability of the service provider to operate at the primary location used to provide services. In addition, the plan of action should demonstrate how materials and information provided to the vendor by the VA will be protected and recovered such that continued services will be provided within the time frame specified.

**TRAINING:** All contractor personnel requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and networks.

- a) Sign and acknowledge understanding of and responsibilities for compliance with the National Rules of Behavior related to access to VA information and information systems.
- b) Successfully complete VA Cybersecurity Awareness training and annual refresher training which will be due within one month of the beginning of any contract option year.
- c) Successfully complete VA General Privacy training and annual refresher training which will be due within one month of the beginning of any contract option year.
- d) Successfully complete any additional cybersecurity or privacy training as required for VA personnel with equivalent information system access.

The contractor will provide the VA Contract Manager with a copy of the training certificates for each applicable employee within 30 days of beginning work on the contract. Certificates for refresher training will be due within one month of the beginning of any contract option year. Courses are available through the online VA Learning Management System. Access to the website will be coordinated with the VA Contract Manager.

**STOCK/PAPER:** 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. 12" dated March 2011.

- a) Outgoing Envelope: White Kraft, Basis Weight: 24 lb., Bursting Strength: 38 psi.
- b) Return Envelope: White Wove, Basis Weight: 24 lb., Bursting Strength: 38 psi. equal to JCP Code\* V20, Writing Envelopes, Whit, Basis Size 17 X 22"
- c) Billing Statement: White Offset Book, Basis Weight: 50 lb., 30% Recycled, Long Grain equal to JCP Code\* A80, Opacified Offset Book, Basis Size 25 X 38"
- d) Inserts: White Offset Book, Basis Weight: 50 or 60 lb., equal to JCP Code\* A60, Offset Book, Basis Size 25 X 38.

**PRINTING:**

- a) Outgoing envelope prints face and back in Pantone 280 Blue.
- b) Return envelope prints face and back in black ink.
- c) Billing statement prints face and back in black ink.
- d) Inserts print face only or face and back in black ink or black ink plus additional colors.

**INK:** If lithographic ink is used in the performance of this contract, the ink shall contain not less than the following percentages of vegetable oil: (a) news ink, 40 percent; (b) sheet-fed and forms ink, 20 percent; and (c) heat-set ink, 10 percent. High quality color process printing on high-speed heat-set presses is excepted when slow drying time significantly increases production costs.

**MARGINS:** Maintain margins as indicated on copy.

**BINDING:** Z-fold billing statements from 8-1/2 x 11" to 8-1/2 x 3-2/3" so that the addressee's address is visible in the envelope window. Multiple leaf statements are nest folded together.

Insert the folded billing statement and a return envelope and any inserts into the outgoing envelope and seal the outgoing envelope. Approximately 80% of billing statements are one leaf. The remaining 20% may consist of up to seven leaves. All leaves of each statement must be collated and inserted into the same envelope. The return address and the delivery address must be visible in each appropriate window.

Orders may have one insert. On occasion, there may be up to two additional inserts required by the customer. The inserts may be furnished by the Department or may be printed by the contractor from Department-supplied electronic media. The hard-copy inserts provided by the Department may be various sizes (1/3-page, full page (folded) or folded brochure). Inserts printed by the contractor at the same time as the billing statements will be Z-folded from 8-1/2 x 11" to 8-1/2 x 3-2/3" and nested with the billing statements. Inserts already printed by the contractor and then inserted with the billing statement and the return envelope are C-folded from 8-1/2 x 11" to 8-1/2 x 3-2/3". There will not be a mixture of sizes in any one mail out. In general, the additional inserts will not cause the mailing to exceed one ounce per statement.

Micro-perforate across the entire 8-1/2" dimension of the first leaf of each billing statement to form a tear-off return stub. The perforation is located 3" from the bottom of the form. Edges must be clean after removal of the return stub. The inserts will not contain a micro-perforation.

Any billing statements that are damaged or otherwise not acceptable for insertion into envelopes during the printing or inserting process must be shredded to no larger than a 5-1/16" strip and then disposed of by the contractor.

**CONSTRUCTION:** Outgoing envelope: No. 10, 4-1/8 x 9-1/2", open side, high cut, diagonal seam, with a tapered, gummed flap measuring 1-3/4" at the widest point. The envelope will have two windows: a return address window and a delivery address window. The return address window is 1/2 x 3-1/4" with slightly rounded corners and is located 5/8" from the left edge of the envelope and 2-5/8" from the bottom of the envelope. The delivery address window is 1-3/8 x 4" with slightly rounded corners and is located 5/8" from the left edge of the envelope and 13/16" from the bottom of the envelope. Both windows will be covered with polystyrene transparent window material glued to the inside.

Return envelope: No. 9, 3-7/8 x 8-7/8", open side, high cut, diagonal seam, with a tapered, gummed flap measuring 1-3/4" at the widest point. The envelope will have a single delivery address window. The window is 1-1/4 x 3-1/4" with slightly rounded corners and is located 4-7/8" from the left edge of the envelope and 3/4" from the bottom of the envelope. The window will be covered with polystyrene transparent window material glued to the inside.

Both the outgoing and return envelopes must have a security tint printed in black ink on the inside of the envelopes that will ensure complete opacity and prevent show through of any material.

**NUMBERING:** Each record received must be assigned a unique, sequential number for accounting purposes and to allow the contractor to reproduce any documents destroyed in processing. This number must be printed on each page of each billing statement at a designated location on the form.

**BARCODING:** The contractor is required to add a variable barcode (3 of 9 format) to the face of each leaf of each billing statement. The barcode will allow the VA to query by barcode the names, addresses and times that different pieces were inserted and will allow a redundant check on the contents of each package.

**QUALITY CONTROLS:** The contractor must implement quality control systems for all billing statements produced under this contract to reduce the number of double stuffs (two different statements in the same envelope) to the maximum extent possible.

**INSPECTION SAMPLES:** When indicated on the print order or otherwise requested, two samples shall be sent for inspection to the U.S. Government Publishing Office, Regional Publishing Procurement Office, 1100 Commerce St., Room 731, Dallas, TX 75242-1027, Attn: Inspection Samples.

These samples cannot be deducted from the total quantity ordered. The package or envelope containing the samples shall be identified by the GPO jacket number, program number, print order number, title, and include a facsimile of the print order on which they were ordered. The contractor will comply with the shipping schedule regardless of this requirement and will be notified of the test results only if there are deficiencies.

**DISTRIBUTION:** Mail f.o.b contractor's city all billing statements using a Postal Permit provided by the Department of Veterans Affairs. All billing statements will be mailed Presorted First Class Mail, Postage and Fees Paid.

Each print order shipment shall have quantity documentation generated by the contractor's CodeOne and Mail stream or similar software program. The Postal Service Form 3600-R will have the number of letters, trays and total cost, along with the breakdown of the letters provided to the contractor. The contractor will also produce Postal Service Form 3553, CASS certificate.

When the contractor delivers these individual print order shipments to the post office, the department requires that the contractor job number be entered into the remarks section of the postal transaction as viewable via the USPS Business Customer Gateway.

Non-qualified pieces and international mail may be metered against the contractor's postage meter. Quantity and cost of metered mail will be provided to VA for each production job. The contractor must apply the appropriate postage for any pieces not suitable for mailing using the VA-supplied Postal Permit. The contractor will be reimbursed for postage by submitting a properly completed USPS receipt for mailing (or equivalent) with the voucher for billing.

**NOTE:** Shipments that are not the exact count as the quantity on the print order shall be investigated by the contractor to determine the cause for this variance, and the contractor must advise the department before the mailing can be released to the Postal Service for distribution.

The contractor is cautioned that the "Postage and Fees Paid" indicia provided may only be used for the purpose of mailing material produced under this contract. All copies mailed must conform to the appropriate regulations in the U.S. Postal Service manuals for "Domestic Mail" or "International Mail" as applicable.

**REPORTS:** The contractor will provide the department with a daily report of statement counts and the date mailed for each print job that includes their internal job or work order number, USPS mailed units (permit and meter), date mailed, and CAPS transaction numbers.

**SCHEDULE:** Adherence to this schedule must be maintained. The contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

Complete production and distribution must be completed within 48 hours after notification of the availability of the print order and furnished material.

Note: The production schedule stated above will require the contractor to perform on Saturdays, Sundays and Federal holidays. For example, production and distribution of billing statements transmitted at 5:00 p.m. on Thursday afternoon must be completed no later than 5:00 p.m. on Saturday. The contractor is authorized to apply a surcharge to the total price for any print orders placed by the Department that requires performance on any workday other than a workday as defined by GPO Publication 310.2.

The ship/deliver date indicated on the print order is the date mailed products ordered "f.o.b. contractor's city" must be delivered to a United States Post Office.

### SECTION 3 .-DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the "Schedule of Prices" to the following units of production which are the estimated requirements to produce orders for 12 months under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered during a like period of time.

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

- I
  - (1) (2)
  - (a) 300 46000
  - (b) 30 6300
  - (c) 300 46000
  - (d) 300 46000
  - (e) 50 4000
  - (f) 1 70

- II
  - (a) 46000
  - (b) 4000
  - (c) 63400
  - (d) 27300
  - (e) 16800

#### SECTION 4. - SCHEDULE OF PRICES

Offers are to be f.o.b. contractor's city.

Prices must include the cost of all required materials and operations for each item listed in accordance with these specifications.

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

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government. Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

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

All vouchers submitted to the GPO shall be based on the most economical method of production. Fractional parts of 1,000 will be prorated at the per 1,000 rate.

**I. COMPLETE PRODUCT:**

Prices offered shall include the cost of all required materials (including paper) and operations necessary for the complete production and distribution of the product listed in accordance with these specifications.

	Makeready And/or Setup (1)	Running Per 1,000 copies (2)
a) Printing billing statements face and back, in black (including micro-perforation .....per leaf .....	\$ _____	\$ _____
b) Printing billing statements face only in black...per leaf .....	\$ _____	\$ _____
c) Printing outgoing envelope face and back, in Pantone 280 .....per envelope .....	\$ _____	\$ _____
d) Printing return envelope face and back, in black ink .....per envelope .....	\$ _____	\$ _____
e) Printing static inserts face only or face and back, on White Offset Book .....per color, per page.....	\$ _____	\$ _____
f) Printing variable data inserts, face only or face and back, on White Offset Book .....per color, per page .....	\$ _____	\$ _____

**II. ADDITIONAL OPERATIONS**

a) Z-folding from 8-1/2 x 11" to 8-1/2 x 3-2/3" .....	per leaf .....	\$ _____
b) C-folding from 8-1/2 to 11" to 8-1/2 x 3-2/3" .....	per leaf .....	\$ _____
c) Inserting .....	per 1,000 leaves .....	\$ _____
d) Numbering each page of billing statement .....	per 1,000 leaves .....	\$ _____
e) Barcoding the face of each leaf of billing statement.....	per 1,000 leaves .....	\$ _____
% surcharge for work performed on Saturday, Sunday or Federal holiday.....		\$ _____

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

**INSTRUCTIONS FOR BID SUBMISSION:** Complete "Section 4.- Schedule of Prices," initialing or signing each page in the space(s) provided. Submit two copies (original and one exact duplicate) of the "Schedule of Prices" with two parts (I and 2) or copies of the GPO Form 910, "Bid" form. Do not enter bid prices on GPO Form 910; prices entered in the "Schedule of Prices" will prevail.

Bidder \_\_\_\_\_

\_\_\_\_\_  
(City – State)

By \_\_\_\_\_

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

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

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

LOCATION OF POST OFFICE: All mailing will be made from the \_\_\_\_\_

Post Office located at Street Address \_\_\_\_\_

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

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

**U.S. GOVERNMENT PRINTING OFFICE**  
**Printing Procurement Department**

**BID**

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

Shipment(s) will be made from: City \_\_\_\_\_, State \_\_\_\_\_

(The city(ies) indicated above will be used for evaluation of transportation charges when shipment f.o.b. contractor's city is specified. If no shipping point is indicated above, it will be deemed that the bidder has selected the city and state shown below in the address block and the bid will be evaluated and the contract awarded on that basis. If shipment is not made from evaluation point, contractor will be responsible for any additional shipping costs incurred.)

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

or

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

BID \_\_\_\_\_

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

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

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

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

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

**COMPANY SUBMITTING BID**

**PERSON AUTHORIZED TO BID**

Company \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Title \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Date \_\_\_\_\_

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

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

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

Date \_\_\_\_\_

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

Date \_\_\_\_\_

## Representations and Certifications

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

### REPRESENTATIONS.

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

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

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

### CERTIFICATIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The offeror certifies that-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Retain the certifications in the files; and

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

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

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

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

\*\*\*\*SAMPLE BID ENVELOPE\*\*\*\*

In order to insure proper processing of all bids, the following  
Information is required on all contractor furnished bid envelopes:

**JACKET OR PROGRAM NO.** \_\_\_\_\_  
**FROM** \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_

(Please check appropriate box)

- BID
- NO BID
- CONFIRMATION OF TELEPHONE/TELEGRAPH BID

POSTAGE  
STAMP  
REQUIRED

U. S. Government Publishing Office  
Dallas Regional Publishing Procurement Office  
1100 Commerce Street, Room 731  
Dallas, TX 75242  
Attn: Formal or Term Contract Bid

BIDS WILL BE RECEIVED UNTIL

\_\_\_\_\_ AT 2 P.M. PREVAILING DALLAS TIME