

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 59
2. CONTRACT NO. 935-S	3. SOLICITATION NO. RFP- 935-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 Room C-848, Stop CSPS 732 North Capitol Street, NW Washington, DC 20401				8. ADDRESS OFFER TO (If other than Block 7) U.S. Government Publishing Office Bid Section, Room C-848, Stop CSPS 732 North Capitol Street, NW Washington, DC 20401		

SOLICITATION

9. Offers in original and 7 copies for furnishing the supplies or services in the Schedule will be received at the place in the depository specified in Item 8, or if hand-carried located in GPO Bookstore until 1:00 pm local time 12/13/16
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Joseph Harrington	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 202-512-2132
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<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	7-10	PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.			
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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

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SECTION B: PRODUCTS AND PRICES

The U.S. Government Publishing Office (GPO) intends to issue an Indefinite Delivery Indefinite Quantity (IDIQ) contract for supplying copier paper.

Orders will be placed directly by the ordering agencies which consist of all Federal Government agencies.

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 7 percent will be accepted. The GPO will pay the contractor each month, less the trade discount, within 30 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:

Offers are f.o.b. destination.

Offerors must make an entry for each item described in the "PRICE SCHEDULE". 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 offered in all locations.

All products are to be offered in all locations. This list must include the price for each product and must reflect the offeror's "most favored customer" pricing. The Offeror's pricing proposal must be submitted in accordance with the CLIN pricing format specified in B.2.

An entry of NC (No Charge) shall be entered if offeror intends to furnish individual items at no charge to the Government. Proposals submitted with NB (No Bid) or blank spaces for an item may be evaluated as not fully meeting minimum requirements and this will be factored into GPO's award decision accordingly.

Pricing submitted will be for products ordered with deliveries within the continental United States (CONUS).

Contractor will receive a distribution surcharge of 10% for all products ordered with deliveries outside the continental United States (OCONUS). Failure of the contractor to deliver work at the time specified will result in disallowance of the surcharge that was anticipated and the contractor will not list such items on their billing invoice.

I. PAPER PER CARTON:

	<u>PER CARTON</u>			
	<u>1 to 10</u> <u>Cartons</u> (1)	<u>11 to 39</u> <u>Cartons</u> (2)	<u>40 to 119</u> <u>Cartons</u> (3)	<u>120 or More</u> <u>Cartons</u> (4)
CLIN 001 – JCP O-61 White High Quality Xerographic Copier, Laser Printer (24-lb.) (30% PCW Recycled Paper): 8-1/2 x 11"	\$ _____	\$ _____	\$ _____	\$ _____
CLIN 002 – JCP O-61 White High Quality Xerographic Copier, Laser Printer (24-lb.) (No PCW fibers): 8-1/2 x 11"	\$ _____	\$ _____	\$ _____	\$ _____
CLIN 003 – JCP O-65 White Plain Copier, Xerographic (20-lb.) (30% PCW Recycled Paper): 8-1/2 x 11"	\$ _____	\$ _____	\$ _____	\$ _____

(Initials)

	PER CARTON			
	<u>1 to 10</u> <u>Cartons</u> (1)	<u>11 to 39</u> <u>Cartons</u> (2)	<u>40 to 119</u> <u>Cartons</u> (3)	<u>120 or More</u> <u>Cartons</u> (4)
CLIN 004 – JCP O-65 White Plain Copier, Xerographic (20-lb.) (30% PCW Recycled Paper): 3-Hole Drilled, 8-1/2 x 11”	\$ _____	\$ _____	\$ _____	\$ _____
CLIN 005 – JCP O-65 White Plain Copier, Xerographic (20-lb.) (30% PCW Recycled Paper): 8-1/2 x 14”	\$ _____	\$ _____	\$ _____	\$ _____
CLIN 006 – JCP O-65 White Plain Copier, Xerographic (20-lb.) (30% PCW Recycled Paper): 11 x 17”	\$ _____	\$ _____	\$ _____	\$ _____
CLIN 007 – JCP O-65 White Plain Copier, Xerographic (20-lb.) (50% PCW Recycled Paper): 8-1/2 x 11”	\$ _____	\$ _____	\$ _____	\$ _____
CLIN 008 – JCP O-65 White Plain Copier, Xerographic (20-lb.) (100% PCW Recycled Paper): 8-1/2 x 11”	\$ _____	\$ _____	\$ _____	\$ _____
CLIN 009 – JCP O-65 White Plain Copier, Xerographic (20-lb.) (No PCW fibers) 8-1/2 x 11”	\$ _____	\$ _____	\$ _____	\$ _____

II. PAPER PER REAM:

CLIN 001 – JCP O-65
 Colored Plain Copier, Xerographic (20-lb.)
 (30% PCW Recycled Paper): 8-1/2 x 11” per ream.....\$ _____

 (Initials)

III. PREMIUM PAYMENT: Premium payments, when authorized, will apply to all CLINS. Percentage increase will be added to all orders which require the “Accelerated Schedule,” as specified in SECTION F.

Percentage increase..... %

IV. ADDITIONAL PROMPT PAYMENT DISCOUNT:

Additional Prompt Payment Discount: % _____ Days

OFFEROR’S NAME AND SIGNATURE: Fill out “SECTION B. – PRODUCTS AND PRICES,” initialing or signing each page in the space(s) provided.

Offeror _____

(City - State)

By _____
(Signature and title of person authorized to sign this proposal)

(Person to be contacted)

(Email Address)

(Telephone Number)

SECTION C: STATEMENT OF WORK - SPECIFICATIONS

C.1 SCOPE:

The U.S. Government Publishing Office is seeking a single contractor that can provide, administer, and expand the services GPO currently provides to its customers for sales and distribution of copier paper. This Request for Proposal (RFP) seeks a contractor that can provide copier paper to GPO's customers through a web-based online order taking and fulfillment system. The contractor shall be responsible for the delivery of the products to GPO's customers on behalf of the GPO. This contract may be used by all Federal Government agencies.

C.2 BACKGROUND:

GPO has been purchasing paper for over 150 years. Currently, GPO provides a full catalog of printing, duplicating, and copier paper products to GPO's customers. GPO also provides a full array of functions and activities to complete the copier paper cycle from wholesale to final use. These functions and activities include contracting, selection, quality assurance, pricing, promotion, delivery schedules, delivery, support, and customer service. In 2007, GPO expanded its marketing and delivery of paper beyond Washington, DC, to include the entire continental United States.

This contract is expanding to include not only the continental United States, but also Alaska, Hawaii, the American Territories, APO/FPO addresses, and foreign destinations.

There were approximately 570 transactions on the OPS program in the 2015 fiscal year and approximately 545 transactions in the 2016 fiscal year. The OPS Program achieved revenues of \$1,564,631.40 in the fiscal year 2015 and revenues of \$1,457,338.81 in the fiscal year 2016.

C.3 OBJECTIVES:

GPO seeks to improve the services that it provides to its customers and to expand its current offerings on the GPO Online Paper Store (OPS). GPO is seeking a single contractor to:

- Develop, host, and maintain a web site to be accessible by GPO customers to place orders for copier paper. The web site shall also include detailed (step-by-step) online tutorials for customers.
- Be responsible for delivering copier paper (ranging in quantities from a single ream of paper (for specified paper) to a single carton to multiple skids) to fulfill customer orders. The contractor must maintain a standard delivery schedule of five (5) workdays for deliveries within the continental United States (CONUS); a standard delivery schedule of eight (8) workdays for deliveries outside the continental United States (OCONUS), including American Territories, APO/FPO addresses, and foreign destinations; and, an accelerated schedule of two (2) workdays, when required, for CONUS deliveries only.
- Implement a comprehensive marketing program that spans the life of the contract to attract and retain OPS customers.
- Provide full customer service and handle all customer inquiries and complaints. (GPO retains the unilateral right to intervene at the request of the customer at any point in the inquiry or complaint).
- Provide most favored pricing for all contract line items as specified in SECTION B. Pricing shall include a 7% cost recovery fee for GPO. This pricing is listed on the GPO OPS web site and is the price provided to the customer.

C.4 GUARANTEED MINIMUM AND CONTRACT MAXIMUM:

Guaranteed Minimum: The guaranteed minimum for this contract is 15,000 cartons. There is no guaranteed minimum beyond the base contract period of performance (see G.1).

Overall Contract Maximum: The total number of cartons order hereunder, during the life of the contract, shall not exceed 500,000 cartons.

NOTE: There is no established minimum and maximum for the number of reams of paper that may be ordered.

C.5 MINIMUM CONTENT STANDARDS FOR PAPER:

The JCP paper specification standards, referenced in this solicitation, comply fully with the intent of Public Law 94-580, the Resources Conservation and Recovery Act (RCRA), and Public Law 96-482, the Solid Waste Amendments of 1984, and associated Presidential Executive Orders. Where practicable, the standards must meet or exceed the recommended guidance provided in the Environmental Protection Agency's Comprehensive Procurement Guidelines program authorized by Congress under Section 6002 (PDF) of RCRA.

The specifications of all paper furnished (as specified below) must be in accordance with the "Government Paper Specification Standards No. 12" dated March 2011, which can be accessed at:

http://www.gpo.gov/pdfs/customers/sfas/vol12/vol_12.pdf.

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

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

The minimum content requirement for postconsumer fiber, as applicable, has been summarized for each JCP Code O-61 and JCP Code O-65 item required in this solicitation and included in Attachment 1.

Generally, the postconsumer fiber content follows the Government Paper Specification Standards. In some instances, GPO requires a minimum content that is different from what is stated in the Government paper specifications book. The minimum content requirements (in Attachment 1, Qualified Products List) are mandatory for all paper lots identified as JCP Code O-61 and JCP Code O-65 as specified in this solicitation.

For JCP Code O-61, when required, the copier paper supplied under this contract must not contain any postconsumer fiber content.

For JCP Code O-61, when required, all postconsumer fiber copier paper supplied under this contract must meet the minimum content standards of 30 percent postconsumer fiber.

For JCP Code O-65, when required, all postconsumer fiber copier paper supplied under this contract must meet the minimum content standards of 30, 50, and 100 percent postconsumer fiber, as ordered.

Some orders for JCP Code O-65 may require that the paper be drilled with the standard three (3) holes.

C.6 PERFORMANCE:

Shipments of any product shall perform satisfactorily on laser printer and high speed photocopying equipment. There shall not be more than one paper-caused jam or one document with unacceptable image quality due to the paper per 5,000 continuous-copy run at atmospheric conditions of 72 degrees Fahrenheit (plus or minus 8 degrees) and 50% (plus or minus 20%) relative humidity.

C.7 ONLINE ORDERING AND FULFILLMENT REQUIREMENTS:

The Offeror shall propose a detailed plan for all the requirements included in this section, as specified below.

C.7.1 Online Ordering System Requirements:

- (a) The contractor shall provide a secure online ordering system allowing GPO's customers to place orders via the contractor's web site. Contractor's web site shall present with GPO OPS branding. A secure online ordering system means:
 - i. The web site employs Transport Layer Security (TLS), version 1.2, to encrypt the entire web site, including all user login and password entry screens to the web site, and requires Advanced Encryption Standard (AES) encryption to be used. The web site does not permit any other encryption methods to be used.
 - ii. The web site's TLS certificate shall work with all standard web browsers available on the Internet (Microsoft Internet Explorer, Google Chrome, Safari, Firefox, etc.).
 - iii. The web site shall prevent previous user logon sessions from being replayed.
 - iv. User passwords shall be at least 8 alphanumeric characters long and require:
 - a. At least one upper case character
 - b. At least one lower case character
 - c. At least one number
- (b) The contractor's web site must be equipped to accept and process customer applications for use of this service. During the application process, a temporary password shall be emailed to the customer's Government email address (customer's email address shall also serve as the customer's username) to confirm email is valid and for the completion of the registration process. Non-credit card accounts must be set-up, activated by the contractor, and provided to the OPS customer within the same day of receiving a valid customer application submission. The Contracting Officer will verify the validity of the customer's Billing Address Code (BAC). If the customer's BAC is valid, the account shall be created immediately. The credit card application process shall be seamless, automated, and void of any manual input on the contractor's part. Customer credit card accounts shall be activated the same workday of account application submission. The appropriate individuals at GPO shall be notified when a customer, both credit card and non-credit card, starts the application process.
- (c) The contractor's online application is required to accept valid Government credit cards for payment and is required to comply with the following:
 - i. Contractor must meet Payment Card Industry Data Security Standards (PCI DSS) and must be certified for PCI DSS operations.
 - ii. Contractor must encrypt all credit card numbers using Federal Information Processing Standard (FIPS) compliant encryption or Advanced Encryption Standard (AES) encryption when credit card numbers are stored or when credit card numbers are transmitted over a computer network.

- iii. No credit card number shall ever be transmitted over a computer network without FIPS compliant encryption protection.
- iv. No credit card number shall ever be stored in a database without FIPS compliant encryption protection. GPO must be notified immediately if the contractor ever detects a breach of the contractor's system in which credit card numbers are believed to have been copied or compromised.
- (d) The contractor's web site shall include a product catalog that mirrors the GPO price guide with product descriptions and pricing information.
- (e) The contractor's web site shall have the capability of capturing all delivery information, such as addresses (including those for multiple destinations and all previously entered addresses); instructions for inside delivery; security screening procedures; loading dock restrictions; and, any other pertinent data.
- (f) The contractor's web site shall create customer receipts immediately at the end of the order transaction as well as a tracking feature for customers to monitor their orders. Receipts shall be available immediately to GPO electronically at any time.
- (g) The contractor's web site shall not ever be unavailable for more than 43 minutes per month. If the web site is ever unavailable or scheduled to be down, contractor shall contact GPO immediately. If the web site is ever unavailable for longer than 43 minutes or down during standard business day hours, then a penalty shall be considered for potential loss of revenue.
- (h) The contractor's web site shall be available 24 hours a day, 7 days a week, and 365 days a year for accepting customer orders. For an order placed/accepted outside of standard business hours, the order will be processed the next workday (see F.1).
- (i) The contractor's web site shall be accessible to mobile users for submission of orders through an interface designed for access through standard mobile devices.

C.7.2 Fulfillment Requirements:

- (a) The contractor shall complete each customer transaction in accordance with the schedule, as ordered, as specified herein and provide record of order process and delivery at any time as requested by GPO personnel or the customer.
- (b) The contractor shall allow for a customer to input a unique Customer Reference Code (e.g., Line of Accounting (LOA), purchase order, work order number, TAS/BETC, etc.) in order for the customer to be able to tag an order with internal tracking information. This field may require up to 250 characters.
- (c) The contractor shall be responsible for hosting the data and for having the ability to transmit all necessary data electronically as an Excel file using the reporting features as specified herein.
- (d) The contractor shall support the renewal of customer participation in the GPO OPS Program annually for each OPS customer by providing customer contact information and by inactivating and activating accounts as specified by GPO.
- (e) The contractor shall provide GPO historical and current customer activity and data upon request.

C.8 CUSTOMER SERVICE REQUIREMENTS:

- (a) The contractor shall have an existing network of distribution outlets to be capable of meeting the delivery schedules as specified in this Statement of Work. Contractor to include in his proposal a list of all distribution outlets that will be used in the performance of this contract.

NOTE: Walk-up/retail storefronts are at the contractor's option; however, they will not carry any advantageous weight in the award of this contract.

- (b) The contractor shall provide a commercial phone number for customers in need of assistance, in accordance with the following:
- The contractor shall provide adequate staffing to man the phone calls during standard business hours, contractor's local time, Monday through Friday. (NOTE: It is the contractor's responsibility to determine the number of staffing needed.)
 - The contractor's telephones shall have voice-mail capability.
 - For voice-mail messages received during standard business hours, the contractor shall respond to all voice-mails the same workday as receipt.
 - For voice-mail messages received outside of standard business hours, the contractor shall respond by close of business the following workday.

NOTE: The phone number is NOT for accepting "over the phone" orders.

- (c) The contractor shall handle all product quality and service complaints directly with the customer. If there is a problem with an order at the fault of the contractor, or a dispute, the contractor shall have a dispute resolution process in place. The contractor shall provide a reasonable resolution to the customer for all quality and performance issues including delinquent, incorrect, out-of-stock, and late orders. All problems must be resolved within 24 hours from the time the complaint is received by the contractor. Substitutions are only allowed if agreed to by the customer prior to delivery. Substitutions agreed to by the customer shall be provided at the contract price.
- (d) GPO retains the unilateral right to intervene at the customer's request at any time during the contract.

C.9 TRAINING PROGRAM:

- (a) The contractor shall provide training to familiarize GPO personnel and all customers with the range of services the contractor shall provide and how to successfully navigate the web site and obtain data downloads. The location and frequency of the training will be mutually agreed upon by contractor and the GPO.
- (b) The contractor shall provide training to include, but not limited to, webinars, phone assistance, and online tutorials, as requested by the Government.
- (c) The contractor shall provide training and ongoing communication to familiarize its employees with every aspect of the GPO OPS program to ensure consistency of program delivery across all locations.

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

C.10 MARKETING: The contractor shall be responsible for a variety of marketing activities to promote the OPS program to all customers. Offerors must describe their approach to marketing the OPS program in their proposals which, at the minimum, must address the following requirements:

- (a) The contractor shall work with GPO personnel to execute a marketing strategy, and the use of a variety of modern mass media tools, in an effort to target buyers and attract new customers across the area of coverage. The contractor shall provide targeted campaigns to new and existing customers on all components of OPS.
- (b) Purchases under this contract are considered procurements through the GPO. Contractor shall work with the GPO brand manager to develop brand and appropriate brand use and shall include GPO's new name and logo.
- (c) The contractor's marketing plan shall be reviewed annually. The contractor is to include in the marketing plan samples of the design of the co-branded materials referenced in any of the areas above.

C.11 FINANCIAL REQUIREMENTS:

- (a) The contractor shall provide real-time updates and online database access to all invoices and account activity by the specific users including the date, cost, product, product description, quantity ordered and all units of measure, date ordered, and date delivered. Master access shall also be designated to supervisors who can oversee the account activity of several users within their customer group. Master access to all accounts shall be provided to appropriate GPO personnel immediately at time of request. All records shall be retained by the contractor throughout the life of the contract and be made readily available to GPO personnel from the web site's reporting features.
- (b) The contractor shall handle all billing questions, invoice disputes and issues related to each order, whether in progress or closed out.
- (c) The contractor shall have the capability to accept credit card payment at the customer's option. The contractor shall indemnify and hold GPO and the U.S. Government harmless, and the contractor assumes full liability and responsibility for the loss, misuse, or fraudulent (by contractor or its employees or agents) use of any and all credit card information obtained from GPO-designated customers relating to this agreement.
- (d) The contractor shall allow for Point of Sale through a credit card as well as utilizing GPO's Billing Account System through the customer's BAC.
- (e) For credit card sales, the contractor shall provide a corporate check to GPO in the amount equal to the 7% cost recovery fee for GPO of the total credit card sales each month for the previous month's activity. In addition, by the 15th of each month, an Excel report detailing the previous month's sales shall be submitted via email (email address to be provided after award). A printed copy of the report shall accompany the check. This report shall include, at a minimum, the following:
 - Customer name
 - Customer email
 - Last four digits of credit card number
 - Jacket number
 - Agency requisition number
 - BAC
 - Fiscal year
 - Billing amount
 - Invoice date and invoice number

- Account type
 - Net amount due
 - Order number, date of order
 - Product(s) purchased
 - Quantity ordered
 - Item pricing per contract
 - Retail price of items
 - Delivery address(es)
 - Date of shipment.
- (f) For non-credit card sales, the contractor shall submit an electronic invoicing file to GPO on a weekly basis and shall be in a text format and an Excel format as explained in Attachment 2. Time of submission of electronic invoicing file shall be in accordance with the timeframe as agreed to by GPO and the contractor. The invoice file shall include the fields: Jacket Number, Agency Requisition Number, Billing Address Code, Fiscal Year, Sign of Billing Amount, Billing Amount, Customer Account ID, Invoice Date, Invoice Number, Agency Job Reference, GPO Payment Number, Payment Method Flag, and Line of Accounting as specified on the record layout in Attachment 2.
- (g) GPO shall pay this total bill, less the 7% cost recovery fee, via Electronic Funds Transfer within 30 calendar days of receipt.
- (h) The contractor shall be paid for only those products actually delivered.
- (i) The contractor shall be required to furnish signed delivery receipts to GPO whenever there is a perceived discrepancy. In the case of a multiple destinations order, receipts for each destination shall be required. Signed delivery receipts shall include the printed name as well as the signature of the individual receiving the product.
- (j) The contractor's online price shall be inclusive of the 7% cost recovery fee for GPO.

C.12 DATABASE, REPORTING, AND MEETING REQUIREMENTS:

The contractor shall provide and create databases necessary to assist in the administration of this procurement vehicle.

The contractor shall accurately report the dollar value, in U.S. dollars, of all sales under this contract weekly and monthly. The contractor shall submit consistent and timely weekly and monthly production reports each week and month to the GPO detailing the program activities completed by the contractor for the previous week and previous month. Time of submission of both weekly and monthly reports shall be in accordance with the timeframe mutually agreed upon by GPO and the contractor. The contractor shall submit reports for additional timeframes as may be required by GPO. The contractor shall maintain a consistent accounting method to report sales based on the contractor's established commercial accounting practice. Reports are to be sent by the contractor in a consistent and timely manner to GPO as specified each week and each month, or it shall be considered as not in compliance with contract specifications.

Contractor shall participate in meetings/conference calls with GPO on an as-needed basis. All contractor key personnel responsible for the performance of this contract shall attend. Meetings shall last the time necessary to discuss program activities and issues and establish dates for their resolution.

The contractor shall provide the following reports: Summary Report, Transactional Report, Log Report, Quality Control Report, and Action Item Report. The reports must be in a Microsoft Excel spreadsheet format, and, at a minimum, must include the information, itemized by each individual customer, as listed below.

Monthly Summary Report - Key Performance Indicators (KPI):

- (1) Total number of cartons sold
- (2) Credit card sales vs. Non-credit card sales
- (3) Sales by region – DC area vs. outside DC area segmented by GPO region
- (4) Sales by each ordering agency's office designated by their physical address
- (5) Sales by each individual customer at each ordering agency
- (6) Web hit statistics

Monthly Transactional Report:

- (1) Agency/Bureau (using standardized name)
- (2) First and last name of customer
- (3) Street address of customer
- (4) City of customer
- (5) State of customer
- (6) Customer BAC
- (7) Customer account number
- (8) Customer email address
- (9) Name of person who placed the order
- (10) Phone number and email of person who placed the order
- (11) Date and time of order
- (12) Date and time of delivery
- (13) Method of delivery
- (14) Name of person who signed for the order delivery
- (15) Item description
- (16) Unit of measure (i.e., standard unit of measure is cartons for paper)
- (17) Quantity purchased
- (18) Dollar value of each item purchased
- (19) Payment method
- (20) Order line price
- (21) Contractor's distribution outlet fulfilling the order

Monthly Log Report:

- (1) Log of registered customers including all account information. This log shall include the date and time customer submitted application and the date and time the account was set up and activated.
- (2) Log of new customers (i.e., any customer added in the previous month since the last log report)
- (3) Log of inactive customers (i.e., customers that have not placed an order in the last 12 calendar months)

Monthly Quality Control Report (for each customer):

- (1) Name of customer
- (2) Customer email address
- (3) Customer account number
- (4) Nature and number of quality complaints (pending and resolved)

Monthly Action Item Report: Log and status report of all action items from each meeting or per the Contracting Officer's request.

C.13 GLOSSARY OF TERMS:

Billing Address Code (BAC): A Billing Address Code (BAC) is a code used by GPO that identifies the method to bill customers and the address to send invoices.

Credit Card: A credit card is any valid U.S. Federal Government Purchase Card.

Customer: An individual user within a customer group. A customer group is a department, establishment, or service of the Government requisitioning the purchase of paper through the Government Publishing Office.

Federal Information Processing Standard (FIPS) Compliant Encryption or Advanced Encryption Standard (AES): The AES is an official FIPS encryption block cipher used and approved by the U.S. Government. This encryption standard is put in place to protect and secure sensitive data from attacks.

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

Order Fulfillment: Service that delivers the finished product to a warehouse or ships product directly to the customer.

Online Ordering: The purchase of products through the Internet or virtual storefront.

Payment Card Industry Data Security Standards (PCI DSS): The PCI DSS is a multifaceted security standard defined by the PCI Security Standards Council that includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures. This comprehensive standard is intended to help organizations proactively protect customer account data.

Qualified Products List (QPL): A list of brand name products that can be supplied under this solicitation that have been determined to be in conformance of the specification requirements.

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 7 percent).

Username: An individual customer's unique Government work email address which will also serve as the unique identifier.

Valid Customer Application: A valid non-credit card customer application is a customer application that has an approved BAC from GPO. A valid credit card application is a customer application that includes a valid Government credit card for the user placing the order.

Workday: A workday is any Monday, Tuesday, Wednesday, Thursday, or Friday during a calendar year that is not a Federal holiday. Standard operating hours during the business day shall be 8:00 a.m. to 5:00 p.m., EST.

SECTION D: PACKING, LABELING, AND MARKING

D.1 PACKING:

D.1.1 For 8-1/2 x 11" Copier Paper:

The copier paper shall be wrapped and securely sealed in 500-sheet packages in a moisture resistant commercial wrapping (such as a material having a vapor transmission rate equal to or less than that of one (1) mil polyethylene). The copier paper shall be packed 10 packages per carton, 40 cartons per skid or pallet. Any prescribed marking or labeling required for an individual job shall be included with each order. The cartons shall be securely banded or shrink-wrapped on skids.

D.1.2 For 8-1/2 x 14" Copier Paper:

The copier paper shall be wrapped and securely sealed in 500-sheet packages in a moisture resistant commercial wrapping (such as a material having a vapor transmission rate equal to or less than that of one (1) mil polyethylene). The copier paper shall be packed 10 packages per carton, 32 cartons per skid or pallet. Any prescribed marking or labeling required for an individual job shall be included with each order. The cartons shall be securely banded or shrink-wrapped on skids.

D.1.3 For 11 x 17" Copier Paper:

The copier paper shall be wrapped and securely sealed in 500-sheet packages in a moisture resistant commercial wrapping (such as a material having a vapor transmission rate equal to or less than that of one (1) mil polyethylene). The copier paper shall be packed five (5) packages per carton, 40 cartons per skid or pallet. Any prescribed marking or labeling required for an individual job shall be included with each order. The cartons shall be securely banded or shrink-wrapped on skids.

D.2. LABELING AND MARKING:

- (a) All cartons and pallets must be distinctly marked with labels to show the type of paper, brand, quantity, color, size, and weight. All required addressing information or distribution lists shall be included with the each order. GPO OPS brand shall be prominent on packaging.
- (b) A packing list or other suitable shipping document shall accompany each shipment and shall indicate: (1) Name and complete address of consignor; (2) Name and complete address of consignee; (3) Customer order or requisition number; (4) Government bill of lading number covering the shipment (if any); and, (5) Description of the paper products shipped, including item number, quantity, number of cartons, and package number (if any).

NOTE: When a customer or GPO inspects the order at the destination, and the delivered supplies are not marked in accordance with the contract requirements above, the customer and/or GPO have the right, without prior notice to the contractor, to perform the required marking and charge all costs to the contractor.

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.main.gpo.gov/cs/acquisition/reports/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 conformance to specifications for copier paper supplied under this contract shall be determined by GPO.

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) The contractor shall perform thorough checks upon completion of each order. Checks shall include accuracy and performance verification of all work performed as requested by the customer.
- (c) The contractor shall have in place a dispute resolution process that details how customer complaints are handled and resolved. Any complaint not resolved to the satisfaction of the customer shall be resolved pursuant to contract dispute clause MMAR 52.233-1.

E.5 MILL INSPECTION:

At any time throughout the duration of this contract, the Contracting Officer may require an inspection of the paper manufacturing facilities and/or converting plants. The contractor shall maintain records, for purposes of Government audit, that will verify: (i) the contractor's certification of the minimum recovered materials and/or postconsumer fiber used in the performance of the contract; (ii) that the paper is in compliance with the specification requirements; and, (iii) the paper is manufactured in accordance with the minimum content standard stated in this solicitation, whether the materials are manufactured by the contractor or another manufacturer. The contractor, if not the manufacturer, shall obtain this information from the manufacturer. The contractor shall maintain and make these documents available to the Government, upon request, for one (1) year after the expiration of the contract.

E.6 MILL LETTER:

Each offeror shall submit a separate mill letter with their proposal containing the complete names and mailing addresses, including zip codes, of the manufacturer of the paper, proposed by the offeror. The mill representative's name, telephone and email address shall also be included. No change shall be made in the name or location of the manufacturer without prior approval by the U.S. Government Publishing Office.

The brand of the xerographic copier paper and the post consumer fiber content of each brand that will be supplied on this contract shall be listed on the mill letter.

E.7 SAMPLING AND TESTING OF DELIVERIES:

All paper supplied under this solicitation must be on the Qualified Products List (QPL). However, a contractor may submit a brand for testing, but the brand must be tested and approved before being offered as a product on this contract. See QPL Sample Instructions that follow for sample submission requirements.

Qualified Product – A product supplied under this solicitation shall conform to the specification requirements. In order for a brand name to be included on the GPO’s QPL, it must be qualified prior to being offered as a product on this contract. The brand name product shall meet all the requirements for qualification. For qualification testing/evaluation, the sample set described in the “QPL Sample” paragraph below is required.

QPL Sample – The contractor shall submit not less than one (1) carton of the brand name copier paper for laboratory and imaging/runnability for testing/evaluation. (NOTE: Offeror must submit one (1) carton of the brand name copier paper for each weight, trim size, and postconsumer percentage required, as specified herein.) The sample set shall be marked “QPL Samples” and include an original signed and dated covering document with the following information: (a) Product name and manufacturer’s product identification number; (b) GPO Lot number(s) or JCP number; (c) paper weight; (d) trim size; (e) percentage of recovered materials and/or postconsumer fiber content; and, (d) the typical testing characteristics of the product.

Contractor to send all samples marked “QPL Samples” to: U.S. Government Publishing Office, Chief, Testing and Technical Services Branch, Stop QCT, Room B502, 732 North Capitol Street, NW, Washington, DC 20401.

All technical correspondence should be emailed to qcimd@gpo.gov or sent to the above address to the attention of the Chief, Testing and Technical Services Branch.

E.8 ACCEPTANCE CRITERIA:

- (a) Rejection - The contractor shall be notified in writing of the determination of the Contracting Officer to reject nonconforming stock. The decision of the Contracting Officer shall be final and conclusive unless within five (5) workdays from the date of receipt of said decision, the contractor mails or otherwise furnishes to the Contracting Officer a written request for retesting of the allegedly deficient paper. Such request must include specific rationale for the dispute along with supporting documentation such as the manufacturer’s test data for each item in question. In the event of such request, GPO shall conduct a new test. At the option of GPO, the new test shall be made on the representative samples obtained by re-sampling of the deliveries or through resubmission by the manufacturer. The administrative fee for paper retesting is \$500.00 regardless of the results.
- (b) If a requested retest confirms the original test results for the item rejected, the rejected item must be removed and replaced with the correct item within 48 hours of notification of retest results.
- (c) If a requested retest does not confirm the original test results for the item rejected, GPO shall use all test results in making a new determination.

E.9 REMOVAL AND REPLACEMENT OF DEFICIENT PAPER:

If the contractor fails to supply copier paper in accordance with the paper requirements of this contract, any paper rejected by the Contracting Officer must be removed from the customer by the contractor at his expense within two (2) calendar days of receipt of notice of rejection. The contractor must call the customer for an appointment prior to removal of stock. The Contracting Officer reserves the right to return any rejected stock which has not been removed as specified above to the contractor at the contractor’s expense.

Rejected paper must be replaced within 48 hours of receipt of notice of rejection unless otherwise authorized by the Contracting Officer. Contractor must identify replacement shipments as such on skid or carton labels and all shipping documents. Any additional costs incurred by the customer or GPO due to delay in making replacement shall be charged to the contractor's account.

E.10 LATENT DEFECTS:

Latent defects are defects discovered after acceptance. The paper may be rejected if the defect is of such a nature as to cause excessive lost production. Unsatisfactory performance during usage, excessive curl or waviness, etc., are causes for rejection and replacement or penalty. Latent defect rejections must be replaced within 48 hours of notification of discovery.

SECTION F: DELIVERIES AND PERFORMANCE

F.1 PRODUCTION SCHEDULES:

No definite schedule for placement of orders can be predetermined.

For orders placed during standard business hours, the following schedules begin the workday after receipt of the order; the workday after receipt will be the first workday of the schedule (e.g., if an order is placed at 1:00 p.m. on Monday, the schedule starts Tuesday).

For orders placed outside of standard business hours, the order is considered to have been “placed” the following workday; therefore, the schedule starts the workday after that (e.g., an order placed at 8:00 p.m. on Monday is considered to have been placed on Tuesday; therefore, the schedule starts Wednesday).

(a) Regular Schedules:

- The contractor shall maintain a standard delivery schedule of five (5) workdays for deliveries within the continental United States.
- The contractor shall maintain a standard delivery schedule of eight (8) workdays for deliveries outside the continental United States, to include the American Territories, APO/FPO addresses, and foreign destinations.

(b) Accelerated Schedule (CONUS deliveries only):

- When required, contractor shall maintain an accelerated delivery schedule of two (2) workdays.

(c) Deliveries may be required on a Federal holiday or weekend.

(d) In the event delivery is not made as scheduled, and it is necessary to obtain paper products from an alternate source, the contractor shall be notified immediately of their non-compliance and any additional cost incurred by GPO or the customer as a result thereof shall be charged to the contractor.

F.2 PREMIUM PAYMENTS:

- (a) Orders requiring the “Accelerated Schedule” (as specified above) will be paid for at the premium rate in accordance with the offered percentage in the “PRICE SCHEDULE.”
- (b) All other orders will be placed with the “Regular Schedules” (as specified above) and paid for at the basic prices offered.
- (c) Percentages offered for premium priced work are additional to the basic prices offered for units of work. Premium payments, when authorized, will apply to all CLINs in the “PRICE SCHEDULE.”
- (d) Failure of the contractor to deliver work at the time specified will result in disallowance of premium payments that were anticipated and the contractor will not list such items on his voucher.
- (e) It is estimated that 10% of the orders placed on this contract will require an accelerated schedule. Premium payments for an accelerated schedule will be evaluated for award. Evaluation will be effected by applying the percentage increase, offered for the accelerated schedule in the “PRICE SCHEDULE,” (Item III.), to 10% of all CLINs.

F.3 DISTRIBUTION:

All deliveries shall be freight on board (f.o.b.) destination. Method of delivery shall be established at the time an order is placed.

The term “f.o.b. destination,” as used in this clause, is defined as –

- (a) Free of expense to the customer and GPO, on board the carrier’s conveyance, at a specified delivery point where the consignee’s facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and,
- (b) Paper shall be delivered to the customer’s delivery address such as office, warehouse unloading platform, or receiving dock, at the expense of the contractor. The customer and GPO shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery of the paper to the destination, unless such charges are caused by an act or order of the customer or GPO acting in its contractual capacity.

Multiple addresses for a single order may be required.

F.4 NOTICE TO THE GOVERNMENT OF DELAYS:

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the Contracting Officer, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

F.5 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. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.gpo.gov/pdfs/vendors/mmar.pdf>.

<u>Clause No.</u>	<u>Clause Title</u>	<u>Clause Date</u>
52.242-15	Stop Work Order	(AUG 1989)
52.242-17	Government Delay of Work	(NOV 1991)

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 TERM OF CONTRACT:

The term of this contract is for one year beginning January 1, 2017 and ending December 31, 2017, 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" 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 days before the end of each contract period.
- (b) Extensions shall be in increments of 12 months.
- (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 as may be mutually agreeable to the GPO and the contractor. Extensions required in excess of those covered under item (d), shall be by mutual agreement between the contractor and the GPO.

G.3 OPTION TO EXTEND SERVICES (MMAR 52.217-8) (NOV 1999):

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the contractor within 60 calendar days of the expiration date of this contract.

G.4 PAPER PRICE ADJUSTMENT:

- (a) Paper prices charged under this contract will be adjusted in accordance with "Table 6 - Producer Price Indexes and Percent Changes for Commodity Groupings and Individual Items" in Producer Price Indexes report, published by the Bureau of Labor Statistics (BLS), as follows:
 - (1) BLS code 0913 for All Paper will apply to all paper required under this contract.
 - (2) The applicable index figures for the month of December 2016 will establish the base index.
 - (3) There shall be no price adjustment for the first three production months of the contract.
 - (4) Price adjustments may be monthly thereafter, but only if the index varies by an amount (plus or minus) exceeding 5% by comparing the base index to the index for that month which is two months prior to the month being considered for adjustment.

- (5) Beginning with order placement in the fourth month, index variances will be calculated in accordance with the following formula:

$$\frac{\text{X - base index}}{\text{base index}} \times 100 = \text{---}\%$$

where X = the index for that month which is two months prior to the month being considered for adjustment.

- (6) The contract adjustment amount, if any, will be the percentage calculated in 5 above less 5%.
- (7) Adjustments under this clause will be applied to the contractor's bid price(s) for B.2 "PRICE SCHEDULE" and will be effective on the first day of any month for which prices are to be adjusted.
- (b) The Contracting Officer will give written notice to the contractor of any adjustments to be applied to invoices for orders placed during months affected by this clause.
- (c) In no event, however, will any price adjustment be made which would exceed the maximum permissible under any law in effect at the time of the adjustment. The adjustment, if any, shall not be based upon the actual change in cost to the contractor, but shall be computed as provided above.
- (d) The contractor warrants that the paper prices set forth in this contract do not include any allowance for any contingency to cover anticipated increased costs of paper to the extent such increases are covered by this price adjustment clause.

G.5 ORDERING AUTHORITY:

All orders on this contract will be by authorized customers as defined in the "GLOSSARY OF TERMS" in SECTION C.

Orders shall be placed online by individual customers using a valid Government credit card or using a GPO validated and approved BAC.

G.6 SUBCONTRACTING:

- (a) Subcontracting is allowed for the paper manufacturing and distribution only.
- (b) All other requirements of the RFP are considered to be predominant production functions. Any Offeror who cannot perform the predominant production functions will be declared non-responsible.
- (c) The contractor shall be responsible for enforcing all contract requirements outsourced to a subcontractor. Subcontracting shall not adversely affect the quality or delivery of the final product or the difficulty or cost of inspection and testing.
- (d) All subcontracting agreements must be approved by GPO prior to using that subcontractor. Requests for approval of a subcontractor shall be submitted, in writing, to the Contracting Officer.

G.7 CONTRACT MANAGEMENT:

Notwithstanding the contractor's responsibility for total management responsibility during the performance of the contract, the administration of the contract will require maximum coordination with the GPO points of contact during performance of the contract.

G.8 CONTRACTING OFFICER (CO):

Joseph Harrington
U.S. Government Publishing Office
Agency Publishing Services,
Customer Services, DC Team 3
Room: C838, Stop: CSAP
Washington, DC 20401
Telephone: 202-512-2132
Email: jharrington@gpo.gov

G.9 CONTRACTING OFFICER'S AUTHORITY:

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made at the contractor's risk. No adjustment will be made in the contract terms and conditions of this contract including price.

G.10 FINANCIAL/BILLING REPORT:

Payments under this contract will be made by the GPO by electronic funds transfer (EFT). Additional information can be found at the following web address:

<https://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html>

The contractor shall submit an electronic invoicing file to GPO on a weekly basis. The invoice file shall include the fields listed on Attachment 2. GPO shall pay this total bill, less the 7% cost recovery fee for GPO and prompt payment discount, IF APPLICABLE, via Electronic Funds Transfer within 30 calendar days of receipt thereof.

Contractor will be paid for only those products actually delivered.

The email addresses to submit the electronic invoice files will be provided after contract award. The contractor will need to provide the Contracting Officer all email addresses of those individuals authorized to send this information.

Send all invoice inquiries to: invoice-inquiry@gpo.gov

G.11 ASSIGNMENT, 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.

G.12 ORDERING:

Orders shall be placed (as needed) via online ordering system. 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.

The contractor shall indicate below the name, address, telephone number, and facsimile number of the representative to be contacted regarding customer service.

G.13 CONTRACT COMPLETION AND TRANSITION SERVICES:

Upon the completion of the contract, the contractor shall 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 all participating customers and digital content stored used in the performance of this contract. At the conclusion of the contract, any files updated during the previous 30-calendar day period shall be identified and turned over to the GPO. All data, including record layouts, shall be appropriately labeled and delivered on electronic media as requested by the GPO.

G.14 EXAMINATION OF RECORDS:

The contractor agrees that the GPO Contracting Officer or any duly authorized GPO representative shall have access to and the right to examine any books, documents, papers, and/or records of the contractor involving transactions related to this contract for sales, credit cards, billing, contract compliance, etc. This authority shall expire three (3) years after final payment. The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 BUSINESS PRACTICES AND CONTRACT REQUIREMENTS:

It is expected that the practices described by the offeror in its response to this RFP shall be employed in its performance of the requirements of Sections C, D, E, and F of this contract. Written notice shall be received in advance by the Contracting Officer for approval of any changes to these practices.

H.2 ORGANIZATIONAL CONFLICTS OF INTEREST - GENERAL:

The contractor warrants that, to the best of his knowledge and belief, and except as otherwise set forth in this contract, he does not have any organizational conflict of interest as defined in paragraph (a) below.

- (a) The term “organizational conflict of interest” means a situation where a contractor has interests, either due to its other activities or its relationships with other organizations, which place it in a position that may be unsatisfactory or unfavorable (i) from the Government’s standpoint in being able to secure impartial, technically sound, objective assistance and advice from the contractor, or in securing the advantages of adequate competition in its procurement; or (ii) from industry’s standpoint in that unfair competitive advantages may accrue to the contractor in question.
- (b) The contractor agrees that, if after award he discovers an organizational conflict of interest with respect to this contract, he shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Government may, however, terminate the contract for the convenience of the Government if it would be in the best interest of the Government.
- (c) In the event that the contractor was aware of organizational conflict of interest prior to the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract at no cost to the Government.

H.3 CONFIDENTIALITY OF DATA:

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

H.4 MILL/MANUFACTURER INFORMATION:

The offeror must indicate in their proposal the complete name and address, including zip code, of the manufacturer(s) and the brand name(s) of the copier paper that they propose to supply. Proposals without this information shall not be evaluated.

SECTION I: 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)
52.210-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(APR 1991) (JUL 1995)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	(JUN 1997)
52.211-5	Material Requirements	(AUG 2000)
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)
52.215-19	Notification of Ownership Change	(OCT 1997)
52.217-2	Cancellation Under Multi-year Contracts	(OCT 1997)
52.222-1	Notice to the Government of Labor Disputes	(FEB 1997)
52.222-3	Convict Labor	(JUN 2003)
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)

Clause No.	Clause Title	Clause Date
52.223-6	Drug Free Workplace	(MAR 2000)
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)
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)
52.229-6	Taxes – Foreign Fixed-Price Contracts	(JAN 1991)
52.232-1	Payments	(APR 1984)
52.232-8	Discounts for Prompt Payments	(FEB 2002)
52.232-11	Extras	(APR 1984)
52.232-17	Interest	(JUN 1996)
52.232-23	Assignment of Claims	(JAN 1986)
52.232-24	Prohibition of Assignment of Claims	(JAN 1986)
52.232-34	Payment by Electronic Funds Transfer – Other Than Central Contractor Registration	(MAY 1999)
52.233-1	Disputes	(JUL 2002)
52.233-3	Protest After Award	(AUG 1996)
52.239-1	Privacy or Security Safeguards	(AUG 1996)
52.242-13	Bankruptcy	(JUL 1995)
52.243-1	Changes – Fixed-Price	(AUG 1987)
52.244-2	Subcontracts	(AUG 1998)
52.246-20	Warranty of Services	(MAY 2001)
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	(APR 1984)
52.247-22	Contractor Liability for Loss of and/or Damage to Household Goods	(JAN 1991)
52.247-39	F.O.B Inland Point, Country of Importation	(APR 1984)
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)
52.252-2	Clauses Incorporated by Reference	(FEB 1998)
52.252-6	Authorized Deviations in Clauses	(APR 1984)
52.253-1	Computer Generated Forms	(JAN 1991)

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

The “Materials Management Acquisition Regulation (MMAR)” can found on the GPO web site at <http://www.gpo.gov/pdfs/vendors/mmar.pdf>.

LIST OF ATTACHMENTS:

Attachment 1: Qualified Products List

Attachment 2: Record Layout for Invoicing File

Attachment 3: Non-Disclosure Statement for Consulting Professionals

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

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

K.1 52.203-2 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 signator –

- (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.2 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.3 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.4 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1991):

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

DUNS Number: _____

- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

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

K.5 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 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 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.6 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.7 52.211-11 LIQUIDATED DAMAGES – SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 2000):

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$10.00 per carton per calendar day of delay.
- (b) If the Government terminates this contract in whole or in part under the Default—Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

- (c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default – Fixed-Price Supply and Service clause in this contract.

K.8 52.215-7 ANNUAL REPRESENTATIONS AND CERTIFICATIONS-NEGOTIATION (OCT 1997):

The Offeror has [*check the appropriate block*]:

- (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ [*insert date of signature on submission*] that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows [*insert changes that affect only this proposal; if “none,” so state*]:
- (b) Enclosed its annual representations and certifications.

(End of provision)

K.9 52.216-22 INDEFINITE QUANTITY (OCT 1995):

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (e) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after _____ [*insert date*].

K.10 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.11 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.12 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.13 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999):

The Offeror represents that:

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

K.14 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984):

The Offeror represents that-

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

K.15 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.16 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(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 in 40 CFR 372.65;
 - (ii) The facility does not have 10 or more full-time 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 the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
 - (A) Major group code 10 (except 1011, 1081, and 1094.
 - (B) Major group code 12 (except 1241).
 - (C) Major group codes 20 through 39.
 - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
 - (v) The facility is not located in the United States or its outlying areas.

K.17 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999):

- (a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in MMAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the MMAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights

or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data-General, the Offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the Offeror's response is not determinative of the status of such data should a contract be awarded to the Offeror.

(c) The Offeror has reviewed the requirements for the delivery of data or software and states [*Offeror check appropriate block*]-

- None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.
- Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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

(End of provision)

K.18 AUTHORIZED NEGOTIATORS:

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

Name Title

Location Phone

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

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

K.19 CERTIFICATION:

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

SIGNATURE: _____

TITLE: _____

DATE: _____

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SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO CONTRACTORS

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at <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.

Clause No.	Clause Title	Clause Date
52.214-7	Late Submissions, Modifications, and Withdrawal of Bids	(NOV 1999)
52.214-34	Submission of Offers in the English Language	(FEB 2000)
52.214-35	Submission of Offers in U.S. Currency	(FEB 2000)
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)
52.232-38	Submission of Electronic Funds Transfer Information with Offer	(MAY 1999)

L.2 TYPE OF CONTRACT (APR 1984):

The GPO contemplates award of a Firm Fixed Price with price escalation (MMAR 52.216-2) Indefinite Delivery Indefinite Quantity 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 935-S at the U.S. Government Publishing Office, Agency Publishing Services, DC Team 3, Stop: CSAP, Room C-838, 732 North Capitol Street, NW, Washington, DC 20401, by obtaining written and dated acknowledgment of receipt 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 OFFEROR SUBMISSIONS:

The GPO will not reimburse any Offeror for any costs incurred in the submission of a proposal; or in making necessary studies or designs for the preparations of such proposals; or for services or supplies procured in preparing such proposals; or for other expenses required by the Offeror 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 may be submitted in accordance with section L.6.

This Request for Proposals is written in the Uniform Contract Format described in MMAR section 15.204-1. Offerors are encouraged to familiarize themselves with the Uniform Contract Format. This will facilitate their understanding of the terms and conditions of this solicitation, the instructions which follow, and the source selection process.

Proposals must be received on or before 1:00 p.m., Eastern Standard Time (EST), December 13, 2016.

Offerors are advised that proposals shall be delivered to: U.S. Government Publishing Office, Bid Section, Room C-848, Stop: CSPS, 732 North Capitol Street, NW, Washington, DC 20401.

Proposals received after the time and date specified shall be considered late proposals and are subject to the clause entitled "Late Submissions, Modifications, and Withdrawals of Bids," MMAR 52.214-7. If a proposal is received late and is not eligible for consideration, then the Government will reject that proposal without evaluation.

Below are the general guidelines for RFP submission and review.

- (a) A "Solicitation, Offer, and Award" form (see page 1 of RFP), completed and signed by the Offeror, constitutes the Offeror's acceptance of the terms and conditions of the proposed contract. Therefore, a representative of the Offeror's authorized to commit the Offeror to contractual obligations must execute the form.
- (b) The Government may make award based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted in as complete form as possible and without exception to any provision.
- (c) Offerors submitting restrictive data will mark it as follows in accordance with the MMAR Clause 52.215-1 Instructions to Offerors-Competitive Acquisition, which is incorporated by reference. Clause 52.215-1 states: "Offerors who include in their proposals data they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall –

- (1) Mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed--in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this Offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract.

This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction is contained in sheets (insert numbers or other identification of sheets)"; and,

- (2) Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

- (d) The Government assumes no liability for disclosure or use of unmarked data and may use or disclose the data for any purpose. Unless restricted, information submitted in response to this request may become subject to disclosure to the public pursuant to the provisions of the Freedom of Information Act (5 U.S.C. 551).
- (e) Proposals must set forth full, accurate, and complete information as required by this solicitation package including Attachments listed in Section J. The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.
- (f) The Government reserves the right to consider as acceptable only those proposals submitted that meet the requirements of Sections C, D, E, and F as specified in this solicitation.
- (g) Proposals received may be withdrawn (by written notification) at any time before award.

L.6 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 120 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) original copy of this solicitation package. All applicable sections shall be completed by the contractor. The contractor shall acknowledge receipt of all amendments.
 - (2) One (1) original and seven (7) copies of the "Technical Proposal" shall be submitted in accordance with the guidelines set forth in paragraph L.7.
 - (3) One (1) original and seven (7) copies of the "Price Proposal" shall be submitted in accordance with the guidelines set forth in paragraph L.8.

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.7 TECHNICAL PROPOSAL: Offerors shall address each of the following areas in a separate and distinct section of their proposals:

- (a) **Executive Summary:** The Offeror shall provide a brief statement of the salient features of the proposal, including conclusions and recommendations.
- (b) **Functional Requirements:** The Offeror shall clearly and completely address each and every requirement in Sections C, D, E, and F. The Offeror's discussions of requirements and proposed solutions shall be consistent with the structure of Sections C, D, E, and F. A table of contents shall be developed. The Offeror 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) **Quality Control Plan:** Offerors must provide a quality control plan explaining the methods used to assure adequate product quality and timely completion of products, as listed in Sections C, D, E, and F, and resolution of complaints.
- (d) **Experience and References:** Offerors shall list and describe similar programs that are complete or in production. Projects under development may not be cited. The Offeror shall elaborate on corporate or Government experience in such areas as online ordering and fulfillment. Offerors shall also explain the relevancy of these past projects cited in relation to the requirements of RFP 935-S.
 - (1) List all comparable programs developed and points of contact including name and telephone number. State current status of product or provided in reference. Customers cited may be contacted to determine Offeror'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) Offerors are to provide Government contracts and customers for which the Offeror's company has provided services. The examples must include details on what services were rendered, provide the agency the services were for, including name, address, and contact information.
 - (4) Offerors 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 935-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,

(5) Offeror's performance on past projects shall be evaluated on the following criteria:

- (i) Quality and conformance to the specifications.
- (ii) Meeting production and administrative schedules.
- (iii) Reasonable and cooperative behavior and commitment to customer.
- (iv) Contractor's business-like concern for the interest of the customer.

(e) Program Management: The Offeror shall define his or her capability to meet the program requirements specified in the statement of work.

(f) All representations and Certifications.

L.8 PRICE PROPOSAL:

The Offeror'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 Offeror'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 Offeror's trade discount terms.

L.9 INQUIRIES:

All questions must be submitted no later than 10:00 a.m., EST, December 1, 2016.

The questions must be submitted in writing to Joseph Harrington at the address specified on page 1 of the RFP, Block 7, or via e-mail at jharrington@gpo.gov.

Any information given to a prospective Offeror concerning this RFP will be furnished promptly to all prospective Offerors as an amendment to the RFP, if that information is necessary in submitting an offer, or if the lack of it would be prejudicial to the Offeror.

L.10 AWARD WITHOUT DISCUSSION:

As prescribed by MMAR 52.215-1(f)(4), the Government reserves the right to evaluate proposals and to award a contract or contracts without discussion with Offerors (except for obtaining clarifications as described in MMAR 15.306(a)). Therefore, each Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint.

NOTE: Telephoned proposals will not be considered for this solicitation.

L.11 ORAL PRESENTATION:

If the Offeror meets the above technical evaluation, an Oral Presentation will be required for the Lowest Price Technically Acceptable contractor that meets all the Technical Requirements, as determined by the Government. The Contracting Officer will contact the contractor to schedule the Oral Presentation. The Oral Presentations shall be given at the U.S. Government Publishing Office, 732 North Capitol Street, NW, Washington, DC 20401. Each Presentation shall be videotaped for future review prior to selecting the source. Two (2) hours shall be allotted for each Oral Presentation, including the question and answer period. A maximum of five (5) contractor personnel may attend the Oral Presentation. Presentations shall be given by operations personnel, not sales personnel. The proposed Program Manager and the IT Manager (or the representative who manages web site and financial reporting) must be two of the five presenters.

The Offeror must demonstrate through a PowerPoint presentation, Webinar, or other interactive presentation how the requirements of Sections C, D, E, and F will be provided. This presentation must include a comprehensive narrative and hard copy samples of forms and reports from past projects that are similar in nature that can be generated by the system to be used for this program. This presentation must specifically address, but is not limited to, the following:

- (a) Demonstrate contractor's secure online ordering system that will allow GPO's customers to place orders via the contractor's web site linked to the GPO web site.
- (b) Demonstrate how the system will accept and process customer registration applications for use of this program.
- (c) Demonstrate how the system will accept various payment methods, such as credit card and GPO's Billing Address Code system. Describe how each payment method will be processed within the system.
- (d) Demonstrate how multiple delivery addresses for a single order placed by a single customer will be handled within the system.
- (e) Demonstrate how different delivery addresses for each order placed by a single customer will be entered and how previously entered addresses can be accessed.
- (f) Describe or demonstrate the method of how signed delivery receipts will be furnished, if requested to do so.
- (g) Describe the type of training (webinar, online tutorial, etc.) that will be provided for contractor personnel, GPO personnel, and customers in use of this system.
- (h) Demonstrate real-time updates and access to an online database that contains all financial data.
- (i) Demonstrate how the system will allow ad hoc data querying by GPO personnel (for all or a portion of the OPS accounts) and customers (individual account or summary of agency administrator accounts) and what type of data will be available.
- (j) Demonstrate how GPO personnel will be notified of new customer registrations.
- (k) Demonstrate how a customer's request for an out-of-stock item will be handled.
- (l) Describe the marketing plan contractor will initiate.
- (m) Describe contractor's return policy as it will apply to this program.

The Government reserves the right to waive the oral presentation if, in the opinion of the Government, the prospective Offeror's technical proposal has successfully addressed all requirements of this RFP, as applicable to the technical requirements.

In lieu of an oral presentation, the Government may require clarification(s) to the prospective Offeror's technical proposal in written format.

L.12 MINIMUM ACCEPTANCE PERIOD:

Offerors must allow 60 calendar days in the "offer" portion of SF 33, entitled "Solicitation, Offer, and Award," for acceptance by the Government.

L.13 RESPONSIBILITY:

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

L.14 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.

SECTION M: EVALUATION FACTORS AND AWARD PROCESS

M.1 GENERAL:

Award will be made to the lowest price technically acceptable Offeror. Also, award may be made without discussions, Therefore, Offerors should propose their most favorable terms and conditions and most favorable price.

In order to be considered eligible for award, the Offeror's technical and price proposals must demonstrate a clear understanding of the nature and scope of the services required. Failure to provide a technically acceptable offer at a realistic and reasonable price may reflect a lack of understanding of the contract requirements and may result in a determination that the offer is unacceptable.

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.

M.2 PROPOSAL EVALUATION:

Proposals will be reviewed to determine that they have 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 Sections C, D, E, and F requirements may be grounds for exclusion of the proposal from further consideration.

A Source Selection Evaluation Team (SSET) 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.3 TECHNICAL EVALUATION FACTORS:

The Government will evaluate the Offeror's demonstrated understanding of the requirements of the Statement of Work and the capability to accomplish the effort. The Government will also evaluate the Offeror's demonstrated ability to provide all features listed in Sections C, D, E, and F. The following factors are listed in descending order of importance.

Factor 1 – Online Ordering and Fulfillment Requirements:

The Offeror must demonstrate and show experience and expertise in establishing a secure online ordering system with area of coverage capability.

Pass:

The standard is met when the offeror submits documentation that supports the requirement of a secure online ordering system that –

- (a) Employs TLS, version 1.2 to encrypt the entire web site, including all user login and password entry to the web site, requires AES encryption to be used, and does not permit any other encryption methods to be used.

- (b) The TLS certificate shall work with all standard web browsers available on the Internet (Microsoft Internet Explorer, Google Chrome, Safari, Firefox, etc.).
- (c) Prevents previous user logon sessions from being replayed.
- (d) The user passwords shall be at least 8 alphanumeric characters long and require at least one upper case character, at least one lower case character, and at least one number.
- (e) Submits documentation that supports all other requirement of Section C.7.

Fail:

The standard is not met when the Offeror fails to submit documentation that supports the requirement of a secure online ordering system that –

- (a) Employs TLS, version 1.2 to encrypt the entire web site, including all user login and password entry to the web site, requires AES encryption to be used, and does not permit any other encryption methods to be used.
- (b) The TLS certificate shall work with all standard web browsers available on the Internet (Microsoft Internet Explorer, Google Chrome, Safari, Firefox, etc.).
- (c) Prevents previous user logon sessions from being replayed.
- (d) The user passwords shall be at least 8 alphanumeric characters long and require at least one upper case character, at least one lower case character, and at least one number.
- (e) Fails to submit documentation that supports all other requirement of Section C.7.

Factor 2 – Distribution Requirements:

The Offeror must describe documentation of a plan for delivery of items ordered through the aforementioned online ordering system.

The Offeror must show by valid documentation that it has a distribution network(s).

The Offeror will provide a list of all of its business partners and the relationships and responsibilities of each partner in maintaining the required delivery schedules (both regular and accelerated), as specified in this RFP.

Pass:

The standard is met when the Offeror submits documentation that demonstrates past and present performance in providing similar services to other customers and demonstrates a commitment to quality through the consistent provision of highly reliable and responsive services.

Fail:

The standard is not met when the Offeror fails to submit documentation that demonstrates past and present performance in providing similar services to other customers and demonstrates a commitment to quality through the consistent provision of highly reliable and responsive services.

Factor 3 – Customer Service Requirements:

The Offeror must document and explain how they will handle all customer assistance for the placement of orders as well as product quality.

The Offeror must document and explain the process of how they will handle all product quality and service complaints from receipt to resolution.

Additionally, the Offeror must submit documentation that supports all other requirements of Section C.8.

Pass:

The standard is met when the Offeror documents the ability and a high level of proficiency to meet the customer service requirements of this program.

Fail:

The standard is not met when the Offeror fails to document the ability and a high level of proficiency to meet the customer service requirements of this program.

Factor 4 – Training Program Requirements:

The Offeror has the ability to provide training to contractor and GPO personnel and customers in the use of the OPS system.

Pass:

The standard is met when the Offeror documents the method to be executed in providing training as required in Section C.9.

Fail:

The standard is not met when the Offeror fails to document the method to be executed in providing training as required in Section C.9.

Factor 5 – Marketing Requirements:

The offeror has the ability to execute a marketing strategy.

Pass:

The standard is met when the Offeror documents how it will market and promote the GPO Online Paper Store as required in Section C.10.

Fail:

The standard is not met when the Offeror fails to document how it will market and promote the GPO Online Paper Store as required in Section C.10.

Factor 6 – Financial Requirements:

The offeror must provide documentation to show the ability to meet all of the financial requirements as stated in Section C.11.

Pass:

The standard is met when the Offeror documents that they have the ability to fulfill all of the financial requirements of Section C.11.

Fail:

The standard is not met when the Offeror fails to document that they have the ability to fulfill all of the financial requirements of Section C.11.

Factor 7 – Database, Reporting, and Meeting Requirements:

The offeror must document their expertise and experience in establishing a user friendly system capable of producing a full range of reports and operational support.

Pass:

The standard is met when the Offeror documents the ability to setup an online reporting environment and provide the routine reports as required in Sections C.7.2(c) and C.12.

Fail:

The standard is not met when the Offeror fails to document the ability to setup an online reporting environment and provide the routine reports as required in Sections C.7.2(c) and C.12.

M.4 ORAL PRESENTATION:

The purpose of the Oral Presentation is to allow the Offeror to demonstrate the technical knowledge, capabilities, and expertise in providing the requirements of Sections C, D, E, and F as documented in the Offeror's written proposal. (The Offeror's oral presentation and answers to questions, including all slides, PPT, and Webinars are part of its technical proposal.)

Pass:

The offeror demonstrates the technical knowledge with regard to the Government's requirement and program objectives.

Fail:

The offeror fails to demonstrate the technical knowledge with regard to the Government's requirement and program objectives.

M.5 PRICE EVALUATION FACTORS:

To be considered for award, the offeror must submit firm fixed prices which comply with the requirements set forth herein.

For purposes of an award decision, the total evaluated price for each CLIN for services will be compared to the same services to determine if proposed prices are fair and reasonable. Discounts for Early Payment, if offered, will not be considered in evaluation for award. Also, additional services will not be considered to determine the lowest price offer (MMAR 15.404-1).

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.

M.6 AWARD CRITERIA:

Among those proposals that are eligible for award (see Section M.1), the selection decision will be made as follows:

- The lowest price offer will be evaluated to determine if it is technically acceptable.
- If the lowest price offer is determined to be technically acceptable, award will be made to that Offeror.
- If the lowest price offer is determined to be technically unacceptable, award will be made to the next lowest price Offeror whose proposal is determined to be technically acceptable.

M.7 AWARD OF CONTRACT:

A contract will be awarded, pending availability of funds, (see MMAR clause 52.232-18) to the successful Offeror following evaluation. The award document will be the "Solicitation, Offer and Award" form (see page 1 of this RFP). This form will be executed by the Contracting Officer on behalf of the Government.

M.8 UNBALANCED OFFER:

The Government reserves the right to reject an offer if it is materially unbalanced as to prices and it is determined that award of such an offer would not result on the lowest overall cost to the Government, or may otherwise be improper. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

M.9 ESTIMATED VOLUMES:

The GPO cannot predict nor guarantee the order volume generated by this program. Quantities specified in this proposal are estimates only. There is no limit on the number of orders that may be issued. Order volume may be influenced by the quality of services provided and the marketing efforts of the contractor.

I. PAPER PER CARTON:

	PER CARTON			
	1 to 10	11 to 39	40 to 119	120 or More
	<u>Cartons</u> (1)	<u>Cartons</u> (2)	<u>Cartons</u> (3)	<u>Cartons</u> (4)
CLIN 001.....	2	11	40	120
CLIN 002.....	1	11	40	120
CLIN 003.....	426	1,792	7,795	19,519
CLIN 004.....	28	27	43	120
CLIN 005.....	203	80	80	160
CLIN 006.....	51	15	40	120
CLIN 007.....	1	11	40	120
CLIN 008.....	35	11	120	120
CLIN 009.....	201	988	1,575	620

II. PAPER PER REAM:

CLIN.....	40
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ATTACHMENT 1

Qualified Products List (QPL)

GPO Online Paper Store

QUALIFIED PRODUCTS LIST (QPL) FOR JCP COMPLIANT COPY PAPER

Brand Name – 20# White

Aspen 30
Finch Green Solutions
Great White Multipurpose 30
Husky Recycled Xerocopy
Spectrum 30
Earth Choice 30
Eagle 30
Xerox Vitality

Manufacturer/Supplier

Boise Paper
Finch Fine Paper
International Paper
Domtar
Georgia-Pacific
Domtar
American Eagle
Xerox

Brand Name – 20# Colors

Domtar Colors

Manufacturer/Supplier

Domtar

Brand Name – 24# White

Aspen 30
Finch Green Solutions

Manufacturer/Supplier

Boise
Finch Fine Paper

Brand Name – 20# White (50%) PCW

Aspen 50
Great White 50
Earth Choice 50

Manufacturer/Supplier

Boise
International Paper
Domtar

Brand Name – 20# White (100% PCW)

Aspen 100
Encore 100
Eagle 100
Great White 100
Spectrum 100

Manufacturer/Supplier

Boise
American Eagle
New Leaf
International Paper
Georgia Pacific

ATTACHMENT 2
Record Layout for Invoicing File

ITEM NO.	DATA ELEMENT NAME	PICTURE	REMARKS
1	Jacket Number	character 6	value TBD, assigned by GPO, same for all records (changes with fiscal year)
2	Agency Requisition Number	character 18	value assigned by participating agency component at start of FY; will change every FY; if new one is not supplied at start of FY, account must be closed; needs to be part of identifying info in the account record
3	Billing Address Code	character 6	value assigned by GPO to identify participating agency component; main identifier in the account record
4	Fiscal Year	character 2	last 2 digits of U.S. Gov't fiscal year that corresponds to the FY of the requisition number associated with the OPS account
5	sign of Billing Amount	character 1	blank ; or "-" if negative
6	Billing Amount	character 31	dollars and cents, explicit decimal, no dollar sign
7	Customer Account ID	character 30	OPS customer account number that distinguishes the user when the same BAC is used
8	Invoice Date	character 8	date when customer received the work from the OPS contractor, in format "yyyymmdd"
9	Invoice Number	character 30	identifies a specific print job done by the OPS contractor
10	Agency Job Reference	character 30	anything the customer asks the OPS contractor to store for identifying the job: publication title, purchase order, request number, etc.
11	GPO Payment Number	character 14	number to be associated with GPO's EFT payment to OPS, in format GPO010mddyyyy
12	Payment Method Flag	character 1	"C" = credit card; "I" = IPAC; "D" = deposit account
13	Line of Accounting	Character 240	anything the customer asks the OPS contractor to store for assisting their finance office to properly apply this billing to their internal budget line item.
14	<i>primary key</i>	numeric 6	
15	datestamp		

ATTACHMENT 3
Non-Disclosure Statement for Consulting Professionals

NON-DISCLOSURE STATEMENT FOR CONSULTING PROFESSIONALS

I, _____, understand that during the course of providing professional consulting services to the Federal Government I will routinely come into contact with documents of a sensitive nature including, but not limited to negotiation strategies, documents related to contractual disputes, proprietary data of third party, leases, internal memoranda and correspondence and a wide variety of other documents and information that must be safeguarded from disclosure.

I agree that, as a condition of performing consulting services to the Federal Government, I will not disclose, or cause to be disclosed, any sensitive documents without the prior consent of an authorized representative of the Federal Government. I further agree that such sensitive documents/ information will be safeguarded in accordance with the best commercial practices of my firm _____.

I agree that I have an affirmative duty to determine whether a document/ information is sensitive and not subject to public release before releasing it. I understand and agree that a failure to adequately safeguard such sensitive documents may result in termination of my contract(s) and a variety of civil and/or criminal charges.

I further understand that the duty to safeguard the documents/ information cited above is a continuing personal obligation that is not terminated or otherwise modified by change of jobs or employer.

The duties described herein are in addition to, and independent of, any Procurement Integrity Certifications I may subsequently enter into.

SIGNATURE

DATE