

PROGRAM 1730-S										
TITLE: PRINTING, FOLDING, INSERTION AND MAILING SERVICES										
ITEM NO.	DESCRIPTION	BASIS OF AWARD	NPC 370-64115		Pinnacle Data Systems 100-69288		Gray Graphics 190-38435			
			UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST		
I.	PRINTING									
(a)	Laser over printing face and back, including static and variable data, from supplied file.....per 1,000 images....	32443	\$7.10	\$230,345.30	\$8.00	\$259,544.00	\$25.00	\$811,075.00		
(b)	Printing inserts face only/face and back in black up to 8-1/2 x 11".....per 1,000 pages.....	1468	\$7.95	\$11,670.60	\$15.00	\$22,020.00	\$20.00	\$29,360.00		
(c)	Printing inserts face only in 4-color process up to 8-1/2 x 11".....per 1,000 pages.....	40	\$54.00	\$2,160.00	\$18.00	\$720.00	\$85.00	\$3,400.00		
(d)	Printing envelopes face only with security tint/pattern in Pantone 280.....per 1,000 envelopes.....	16,728	\$8.00	\$133,824.00	\$0.00	\$0.00	\$20.00	\$334,560.00		
(e)	Printing envelopes face only in black.....per 1,000 envelopes.....	3092	\$10.27	\$31,754.84	\$0.00	\$0.00	\$10.00	\$30,920.00		
II.	PAPER:									
(a)	Letters/Inserts									
(1)	White Copier/Laser Printer Paper (24 lb, JCP O61).....per 1,000 leaves	17512	\$6.85	\$119,957.20	\$7.00	\$122,584.00	\$10.00	\$175,120.00		
(2)	Yellow Copier/Laser Printer Paper (24 lb, JCP O63).....per 1,000 leaves	207	\$11.00	\$2,277.00	\$13.00	\$2,691.00	\$18.00	\$3,726.00		
(3)	White Gloss Text (100 lb, JCP A182).....per 1,000 leaves	40	\$19.00	\$760.00	\$23.00	\$920.00	\$25.00	\$1,000.00		
(b)	Envelopes									
(1)	Light Brown Kraft (24 lb, JCP V10).....per 1,000 envelopes	875	\$33.00	\$28,875.00	\$32.00	\$28,000.00	\$40.00	\$35,000.00		
(2)	White Wove (24 lb, JCP V20).....per 1,000 envelopes	16716	\$8.00	\$133,728.00	\$17.00	\$284,172.00	\$20.00	\$334,320.00		
(3)	Blue Wove (24 lb, JCP V20).....per 1,000 envelopes	12	\$27.00	\$324.00	\$26.00	\$312.00	\$60.00	\$720.00		
(4)	Green Wove (24 lb, JCP V20).....per 1,000 envelopes	2742	\$9.50	\$26,049.00	\$26.00	\$71,292.00	\$80.00	\$219,360.00		
III.	ADDITIONAL OPERATIONS									
(a)	Folding letters, inserting into envelopes, and process for insertion into USPS mail /UPS									
(1)	Single item.....per 1,000 inserts.....	1323	\$110.00	\$145,530.00	\$10.00	\$13,230.00	\$15.00	\$19,845.00		
(2)	Multiple items.....per 1,000 inserts.....	19555	\$39.50	\$772,422.50	\$12.00	\$234,660.00	\$22.00	\$430,210.00		
(b)	Perforation.....per 1,000 leaves.....	2750	\$0.10	\$275.00	\$0.00	\$0.00	\$10.00	\$27,500.00		
(c)	Shredding damaged or misprinted letters.....per 1,000 leaves.....	324	\$10.00	\$3,240.00	\$0.00	\$0.00	\$10.00	\$3,240.00		
(d)	Programming time/testing.....per hour.....	20	\$150.00	\$3,000.00	\$75.00	\$1,500.00	\$85.00	\$1,700.00		
IV.	Percent Surcharge			15.00%		10.00%		15.00%		
	<b>SUBTOTAL</b>			\$1,646,192.44		\$1,041,645.00		\$2,461,056.00		
	<b>STOCK/PAPER</b>			\$311,970.20		\$509,971.00		\$769,246.00		
	<b>SUBTOTAL MINUS STOCK/PAPER</b>			\$1,334,222.24		\$531,674.00		\$1,691,810.00		
	<b>ACCELERATED SCHEDULE -- 15%</b>		15%	\$200,133.34	15%	\$79,751.10	15%	\$253,771.50		
	<b>PREMIUM PAYMENT</b>			\$30,020.00		\$7,975.11		\$38,065.73		
	<b>SUBTOTAL PLUS PREMIUM PAYMENT</b>			\$1,676,212.44		\$1,049,620.11		\$2,499,121.73		
	<b>CONTRACTOR DISCOUNT</b>		0.25%	\$4,190.53	1.00%	\$10,496.20	2.00%	\$49,982.43		
	<b>DISCOUNTED TOTAL</b>			\$1,672,021.91		\$1,039,123.91		\$2,449,139.30		
<b>AWARDED</b>										
PROGRAM 1730-S										
TITLE: PRINTING, FOLDING, INSERTION AND MAILING SERVICES										
ITEM NO.	DESCRIPTION	BASIS OF AWARD	Data Recognition Corp 26053		Data Integrators 450-26017		Venture Solutions 220-86094		GPO Estimate	
			UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST
I.	PRINTING									
(a)	Laser over printing face and back, including static and variable data, from supplied file.....per 1,000 images....	32443	\$18.75	\$608,306.25	\$11.00	\$356,873.00	\$20.06	\$650,806.58	\$9.00	\$291,987.00
(b)	Printing inserts face only/face and back in black up to 8-1/2 x 11".....per 1,000 pages.....	1468	\$9.38	\$13,769.84	\$11.00	\$16,148.00	\$13.98	\$20,522.64	\$18.00	\$26,424.00
(c)	Printing inserts face only in 4-color process up to 8-1/2 x 11".....per 1,000 pages.....	40	\$26.50	\$1,060.00	\$20.00	\$800.00	\$41.65	\$1,666.00	\$28.00	\$1,120.00
(d)	Printing envelopes face only with security tint/pattern in Pantone 280.....per 1,000 envelopes.....	16,728	\$0.00	\$0.00	\$9.00	\$150,552.00	\$10.09	\$168,785.52	\$0.00	\$0.00
(e)	Printing envelopes face only in black.....per 1,000 envelopes.....	3092	\$0.00	\$0.00	\$8.00	\$24,736.00	\$7.58	\$23,437.36	\$0.00	\$0.00
II.	PAPER:									
(a)	Letters/Inserts									
(1)	White Copier/Laser Printer Paper (24 lb, JCP O61).....per 1,000 leaves	17512	\$11.87	\$207,867.44	\$8.00	\$140,096.00	\$6.16	\$107,873.92	\$8.00	\$140,096.00
(2)	Yellow Copier/Laser Printer Paper (24 lb, JCP O63).....per 1,000 leaves	207	\$10.67	\$2,208.69	\$9.00	\$1,863.00	\$17.41	\$3,603.87	\$13.00	\$2,691.00
(3)	White Gloss Text (100 lb, JCP A182).....per 1,000 leaves	40	\$26.50	\$1,060.00	\$16.00	\$640.00	\$29.47	\$1,178.80	\$23.00	\$920.00
(b)	Envelopes									
(1)	Light Brown Kraft (24 lb, JCP V10).....per 1,000 envelopes	875	\$49.08	\$42,945.00	\$23.00	\$20,125.00	\$50.56	\$44,240.00	\$36.00	\$31,500.00
(2)	White Wove (24 lb, JCP V20).....per 1,000 envelopes	16716	\$14.31	\$239,205.96	\$10.00	\$167,160.00	\$8.34	\$139,411.44	\$18.00	\$300,888.00
(3)	Blue Wove (24 lb, JCP V20).....per 1,000 envelopes	12	\$64.11	\$769.32	\$26.00	\$312.00	\$11.40	\$136.80	\$18.00	\$216.00
(4)	Green Wove (24 lb, JCP V20).....per 1,000 envelopes	2742	\$12.69	\$34,795.98	\$12.00	\$32,904.00	\$9.99	\$27,392.58	\$18.00	\$49,356.00
III.	ADDITIONAL OPERATIONS									
(a)	Folding letters, inserting into envelopes, and process for insertion into USPS mail /UPS									
(1)	Single item.....per 1,000 inserts.....	1323	\$12.00	\$15,876.00	\$9.00	\$11,907.00	\$236.00	\$312,228.00	\$12.00	\$15,876.00
(2)	Multiple items.....per 1,000 inserts.....	19555	\$14.00	\$273,770.00	\$9.50	\$185,772.50	\$52.95	\$1,035,437.25	\$2.00	\$39,110.00
(b)	Perforation.....per 1,000 leaves.....	2750	\$0.00	\$0.00	\$0.00	\$0.00	\$3.06	\$8,415.00	\$0.00	\$0.00
(c)	Shredding damaged or misprinted letters.....per 1,000 leaves.....	324	\$5.00	\$1,620.00	\$2.00	\$648.00	\$0.00	\$0.00	\$5.00	\$1,620.00
(d)	Programming time/testing.....per hour.....	20	\$114.00	\$2,280.00	\$100.00	\$2,000.00	\$150.00	\$3,000.00	\$95.00	\$1,900.00
IV.	Percent Surcharge			15.00%		10.00%		15.00%		25.00%
	<b>SUBTOTAL</b>			\$1,445,534.48		\$1,112,536.50		\$2,548,135.76		\$903,704.00
	<b>STOCK/PAPER</b>			\$528,852.39		\$363,100.00		\$323,837.41		\$525,667.00
	<b>SUBTOTAL MINUS STOCK/PAPER</b>			\$916,682.09		\$749,436.50		\$2,224,298.35		\$378,037.00
	<b>ACCELERATED SCHEDULE -- 15%</b>		15%	\$137,502.31	15%	\$112,415.48	15%	\$333,644.75	15%	\$56,705.55
	<b>PREMIUM PAYMENT</b>			\$20,625.35		\$11,241.55		\$50,046.71		\$14,176.39
	<b>SUBTOTAL PLUS PREMIUM PAYMENT</b>			\$1,466,159.83		\$1,123,778.05		\$2,598,182.47		\$917,880.39
	<b>CONTRACTOR DISCOUNT</b>		0.00%	\$0.00	2.00%	\$22,475.56	0.00%	\$0.00	1.00%	\$9,178.80
	<b>DISCOUNTED TOTAL</b>			\$1,466,159.83		\$1,101,302.49		\$2,598,182.47		\$908,701.59



June 27, 2016

AMENDMENT NO. 1

RE: PROGRAM 1730-S

SPECIFICATIONS AMENDED

Bid opening date remains July 6, 2016.

On Page 2, under "SUBCONTRACTING", delete "Subcontracting is not allowed."

Replace with, "Subcontracting is allowed ONLY for the manufacture and print of VA envelopes and for the printing of static inserts, not supplied by VA. Subcontracting is NOT ALLOWED for the remaining requirements of this contract."

On Page 14-15, under Health Eligibility Center (HEC) Letters (See Attachment 4):

Delete: "HEC 623A Reject, Below EGT Letters:

Weekly Run (Wednesday) approximately 170/run; approximately 190,000 per year

HEC 623C Subsequent Reject, Below EGT Letters:

Weekly Run (Wednesday) approximately 3,500/run; approximately 9,000 per year"

Replace with: "HEC 623A Reject, Below EGT Letters:

Weekly Run (Wednesday) approximately 3,500/run; approximately 190,000 per year

HEC 623C Subsequent Reject, Below EGT Letters:

Weekly Run (Wednesday) approximately 170/run; approximately 9,000 per year"

Remainder of specifications same. Acknowledge on bid or amend bid by letter to U.S. Government Publishing Office -- Customer Services, Dallas Regional Office, Agency Procurement Services, 1100 Commerce Street, Suite 731, Dallas, TX 75242 or via fax (214) 767-0456, M/F: Program number 1730-S, bid opening time, 11:00 AM Central, and date July 6, 2016. Failure to acknowledge receipt of this amendment, by amendment number, prior to bid opening time, may be reason for bid being judged nonresponsive.

Authorized by:

A handwritten signature in black ink, appearing to read "Richard Gilbert".

RICHARD GILBERT  
Customer Services

Written by: rt



June 30, 2016

AMENDMENT NO. 2

RE: PROGRAM 1730-S

SPECIFICATIONS AMENDED

Bid opening date has been extended to July 7, 2016. Bid Opening time remains 11:00 AM prevailing Dallas, TX time.

On Page 22, SECTION 3. DETERMINATION OF AWARD, Line III. (a) (2): Revised to 19,554.

One Attachment 1, under 1. CARS Daily Letters:

Add, under "Inserts":

Insert 0748, estimated annual volume 100,000

Insert 0749, estimated annual volume, less than 1,000

Insert 5655, estimated annual volume, 200,000

Insert volumes are variable and will be driven by the letter data population.

Remainder of specifications same. Acknowledge on bid or amend bid by letter to U.S. Government Publishing Office -- Customer Services, Dallas Regional Office, Agency Procurement Services, 1100 Commerce Street, Suite 731, Dallas, TX 75242 or via fax (214) 767-0456, M/F: Program number 1730-S, bid opening time, 11:00 AM Central, and date July 7, 2016. Failure to acknowledge receipt of this amendment, by amendment number, prior to bid opening time, may be reason for bid being judged nonresponsive.

Authorized by:

A handwritten signature in black ink, appearing to read "Richard Gilbert".

RICHARD GILBERT  
Customer Services

Written by: rt

U.S. GOVERNMENT PUBLISHING OFFICE  
Dallas, Texas

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Printing, Folding, Insertion, and Mailing Services

as requisitioned from the U.S. Government Publishing Office (GPO) by the  
Department of Veterans Affairs (VA)

Single Award

**CONTRACT TERM:** The term of this contract is for the period beginning Date of Award and ending September 30, 2017, plus up to four (4) optional 12-month extension period(s) that may be added in accordance with the “OPTION TO EXTEND THE TERM OF THE CONTRACT” clause in SECTION 1 of this contract.

**NOTE:** To allow time for VA to conduct extensive on-site security checks and testing, the contract will be awarded prior to the start of actual production. **Actual production begins October 1, 2016.**

**BID OPENING:** Bids shall be publicly opened at 11:00 a.m., prevailing Dallas, Texas time, on July 6, 2016

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

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

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

**EXHIBITS (Attachments) NOTICE:** The specifications for subject order include 58 pages of exhibits that are an integral part of the specifications. No additional payment will be allowed for the correction of errors due to the failure of the contractor to examine the exhibits and thoroughly understand the nature and extent of the work to be performed. Contractor may request a PDF of attachments via email, [rtrussell@gpo.gov](mailto:rtrussell@gpo.gov).

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

To submit a bid, contractors must execute and submit the “Schedule of Prices” (beginning on page 19), included within, and GPO Form 910, included within.

Questions of a technical nature concerning this contract should be directed to Rachel Trussell, telephone (214) 767-0451, ext. 4 or email [rtrussell@gpo.gov](mailto:rtrussell@gpo.gov).



## SECTION 1.- GENERAL TERMS AND CONDITIONS

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

**DISPUTES:** GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008 clause found at <http://www.gpo.gov/pdfs/vendors/contractdisputes.pdf>.

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

**SUBCONTRACTING:** Subcontracting is not allowed.

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

	<u>Four-Color Inserts Only</u>	<u>Black and One Color</u>
Product Quality Levels:		
(a) Printing (page related) Attributes	Level III	IV
(b) Finishing (item related) Attributes	Level III	IV

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

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

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

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	Average Type Dimension/Electronic Media
P-9. Solid or Screen Tints Color Match	Pantone Matching System
P-10. Process Color Match	Electronic Media

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

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

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

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from **Date of Award and ending September 30, 2017**, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

***NOTE: The term of the first contract year (base year) is expected to be approximately 15 months; however, the Economic Price Adjustment will be based on the date of actual production. Actual production begins October 1, 2016.***

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

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending three (3) months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending June 30, 2016, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

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

**PAPER PRICE ADJUSTMENT:** 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:

***NOTE: For the purpose of this contract, the Paper Price Adjustment will be based on the date of actual production. Actual production begins October 1, 2016.***

1. BLS code 0913-01 Offset and Text will apply to all paper required under this contract.
2. The applicable index figures for the month of June 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:

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

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 line items II. (a) (1), (2), (3) and II. (b) (1), (2), (3), (4) in the "SCHEDULE OF PRICES" and will be effective on the first day of any month for which prices are to be adjusted.

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.

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.

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.

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

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

**ORDERING:** Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from Date of Award through September 30, 2017 plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is electronically transmitted or otherwise physically furnished to the contractor in conformance with the schedule.

**REQUIREMENTS:** This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in



accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

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

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

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

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

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

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

**PRIVACY ACT NOTIFICATION:** This procurement action requires the contractor to do one or more of the following: design, develop, or operate a system of records on individuals to accomplish an agency function in accordance with the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties as stated in 5 U.S.C. 552a (i)(1) CRIMINAL PENALTIES. It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a, specifically, 5 U.S.C. 552a (i)(1) CRIMINAL PENALTIES and m(1) GOVERNMENT CONTRACTORS.

### **PRIVACY ACT**

(a) The contractor agrees:

- (1) to comply with the Privacy Act of 1974 and the rules and regulations issued pursuant to the Act in the design, development, or operation of any system of records on individuals in order to accomplish an agency function when the contract specifically identifies (i) the system or systems of records and (ii) the work to be performed by the contractor in terms of any one or combination of the following: (A) design, (B) development, or (C) operation;
- (2) to include the solicitation notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation when the statement of work in the proposed subcontract requires the design, development, or operation of a system of records on individuals to accomplish an agency function; and

(3) to include this clause, including this paragraph (3), in all subcontracts awarded pursuant to this contract which require the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved where the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency where the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act when the contract is for the operation of a system of records on individuals to accomplish an agency function, the contractor and any employee of the contractor is considered to be an employee of the agency.

(c) The terms used in this clause have the following meanings:

(1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records including the collection, use, and dissemination of records.

(2) "Record" means any item, collection or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.

(3) "System of records" on individuals means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

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

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

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

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

The contractor must agree to the following security conditions:

a) Mailing lists received by the contractor are sensitive and must be properly safeguarded from unauthorized disclosure. When mailing lists are not being processed, they will be securely stored in a location which will preclude unauthorized access.

- b) Individuals having access to mailing lists during pick-up, transport, processing, assembly, delivery, etc., must be properly notified by the contractor regarding the sensitivity of the information and cautioned to preclude loss, theft, destruction or unauthorized access.

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

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

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

**SECURITY PLAN:** The contractor must have a detailed Security Plan and must submit the Security Plan for approval before contract award. The integrity of any furnished discs or electronic submission must be given the highest priority. Therefore, the contractor must guarantee that the furnished addresses will be used only to complete this contract. Bid submission indicates contractor agrees and will abide by all the confidentiality and security requirements of this contract.

**INFORMATION SYSTEM:** The contractor must provide a computer network (also known as an "information system") to process, store, and transmit data that is in compliance with all applicable policies governing the transmission and use of the data transmitted by the EO including the Privacy Act, the Health Insurance Portability and Accountability Act (HIPAA), and applicable Department of Veterans Affairs policies and procedures. The contractor shall ensure their information system is configured and managed to meet the minimum recommendations described in NIST Special Publication (SP) 800-53 (Recommended Security Controls for Federal Information Systems) and VA Handbook 6500.2 (Management of Data Breaches Involving Sensitive Personal Information (SPI) -) (available at <http://www1.va.gov/vapubs> ).

It has been determined that the VA information processed is defined in the following categories – Sensitive Personal Information (SPI) and Regulatory/Program Specific Information – therefore the levels of security must be set for a moderate impact information system.

Annex 2 from NIST SP 800-53 will be used as a tool to review the awarded contractor's compliance with the requirements above. No response is required with contractor's bid submission. Further information is available at <http://www.nist.gov>. Only compensating controls that have been approved by the EO in writing may be used in lieu of the recommended controls in NIST SP 800-53. The contractor shall coordinate with EO to establish an SSH over the internet using a NIST FIPS 140-2 compliant cryptographic module capable of interchanging data with the EO's network.

The contractor will be required to sign an Interconnection Security Agreement (ISA) and Memorandum of Understanding (MOU) with EO and complete a Contractor Security Control Assessment (CSCA) and System Security Plan (SSP) correcting any non-compliant items before the connection may be established. Additionally, the contractor shall support and assist EO staff and/or auditors in periodically assessing their information system's compliance with these requirements or in conducting investigations into security incidents.

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

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

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

The minimum required security controls that must be in place and show a demonstrated use are outlined in NIST Special Publication 800-53 (NIST 800-53) for each of the security categorizations. Although NIST 800-53 indicates these controls are "guidelines," they are required for this contract. NIST SP 800-53 is available at <http://csrc.nist.gov/publications/PubsSPs.html>. No response is required with bid submission.

In addition, the data being transmitted must meet the guidelines for the encryption of sensitive federal information found in FIPS Publication 140-2 (FIPS 140-2). The contractor shall provide the necessary encryption device and configure it to communicate in FIPS 140-2 mode with the VA's encryption device. FIPS 140-2 is available at <http://csrc.nist.gov/publications/PubsFIPS.html>

**CONFIDENTIALITY OF DATA:** Any information systems involved with this contract are classified as systems of records subject to the Privacy Act of 1974 (Public Law 93-579), and some information systems may further be subject to the HIPAA. The contractor may, in the course of design, development, or conversion of data from existing systems, observe or handle information subject to the Privacy Act, the HIPAA, or other Federal regulations.

Duplication or disclosure of data and other information to which the contractor will or may have access because of this contract is prohibited by law. It is understood that throughout performance of the contract, the contractor will or may have access to confidential data that is either the sole property of the VA, or is the sole property of other than the contracting parties. The contractor hereby agrees to maintain the confidentiality, integrity, and availability of all such data to which access may be gained throughout contract performance, whether title thereto vests in VA or otherwise. The contractor hereby agrees not to disclose said data, any interpretations thereof, or data derivative there to unauthorized parties in contravention of the provisions, without the written approval of the Contracting Officer, or the party in which title thereto is wholly vested. Also, FAR 52.224-1, Privacy Act Notification, and FAR 52.224-2, Privacy Act, apply to this contract and all orders issued against the contract, if applicable.

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

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

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

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

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

**CONTRACTOR PERSONNEL SECURITY:** Contract personnel performing work under this contract shall satisfy all requirements for appropriate security eligibility in dealing with access to sensitive information and information systems belonging to or being used on behalf of the VA. To satisfy the requirements of the VA, a Moderate Risk Background Investigation shall be completed by EO prior to performing work under this contract. The level of access and the individual's capability to perform work under this contract will be the determining factor in deciding if a higher investigative requirement is needed. The contractor shall ensure their personnel complete all actions required for the level of investigation within 30 calendar days of initiation of such investigations. The contractor shall ensure personnel who change positions have the appropriate background investigation required for the position and shall contact the VA Contract Manager to initiate the required investigation before the individual assumes duties in the new position.

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

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

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

All processes entailed in the development, production and distribution of the reports/forms must be housed within one facility. Production must begin and end within the same facility to enhance production efficiency, security and control. The contractor may, however, have additional facilities strategically distributed throughout the United States.

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

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

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

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

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

All personnel who will have physical or electronic access to federal information systems shall obtain the

applicable VA security clearance before being granted access (or after submitting the necessary information to initiate a background investigation, when permitted).

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

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

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

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

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

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

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

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

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

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

**ANNUAL SITE INSPECTIONS:** The VA will perform an annual site visit at the contractor's facility to ensure that all compliance standards listed above are strictly adhered to.

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

**NOTE:** The contractor shall itemize each billing voucher in accordance with the contract "SCHEDULE OF PRICES."



## SECTION 2. – SPECIFICATIONS

**SCOPE:** These specifications cover the production of letters, inserts, and envelopes, and mailing services requiring such operations as printing, variable data printing, folding, inserting, binding, packing and distribution.

**TITLE:** Printing, Folding, Insertion and Mailing Services.

### **FREQUENCY AND QUANTITY OF ORDERS:**

#### Centralized Accounts Receivable System (CARS) Letters (See Attachment 1):

Daily Run (Monday – Friday) approximately 10,800/day; approximately 2,750,000 per year  
Monthly Run (once per month) approximately 34,000/month; approximately 409,000 per year

#### Veterans Assistance Discharge System (VADS) Letters (See Attachment 2):

VADS Veterans Initial Letters (VIL):

Daily Run (Monday – Friday) approximately 1,400/day; approximately 350,000 per year

VADS 12 Month Letters:

Daily Run (Monday – Friday) approximately 550/day; approximately 130,000 per year

VADS 24 Month Letters:

Daily Run (Monday – Friday) approximately 245/day; approximately 60,000 per year

VADS Follow Up Letters (FUL):

Weekly Run (Wednesday) approximately 7,700/run; approximately 400,000 per year

#### Loan Guaranty Outreach Letters (LGY) (See Attachment 3):

LGY Outreach Letters:

Daily Run (Monday – Friday) approximately 350/day; approximately 64,000 per year

LGY Loss Mitigation Letters:

Daily Run (Monday – Friday) approximately 240/day; approximately 30,000 per year

LGY 589 Letters:

Daily Run (Monday – Friday) approximately 2,300/day; approximately 623,000 per year

#### Health Eligibility Center (HEC) Letters (See Attachment 4):

HEC 620A Cancel/Decline Letter:

Weekly Run (Wednesday) approximately 75/run; approximately 4,000 per year

HEC 623A Reject, Below EGT Letters:

Weekly Run (Wednesday) approximately 170/run; approximately 190,000 per year

HEC 623C Subsequent Reject, Below EGT Letters:  
Weekly Run (Wednesday) approximately 3,500/run; approximately 9,000 per year

HEC 623D Enrollment/Reassessment Letters:  
Weekly Run (Days Vary) approximately 160/run; approximately 8,700 per year

HEC 641D Combat Veteran Outreach Letters:  
Single Annual Run, approximately 12,000 per year

HEC 211A Suicide Prevention Letters:  
Single Annual run, approximately 40,000 per year

HEC Outreach Letters:  
Quarterly run approximately 12,000/quarter, approximately 48,000 per year

FEE Basis (FEE) Letters (See Attachment 5):

FEE EOB VET Letter:  
Monthly Run (once per month) approximately 325,000/month; approximately 3,900,000 per year

FEE PC EOB Letter:  
Daily Run (Monday – Friday) approximately 14/day; approximately 3,500 per year

Gravesite Reservation System (GRS) Letters (See Attachment 6):

GRS Letter:  
Monthly Run (once per month) approximately 1,040/month; approximately 12,500 per year

Chapter 33 Long Term Solutions Letters (CH33) (See Attachment 7):

CH33 LTS Letters:  
Daily Run (Monday – Friday) approximately 7,250/day; approximately 1,750,000 per year

CH33 LTS Power of Attorney Letters (POA):  
Daily Run (Monday – Friday) approximately 1,700/day; approximately 410,000 per year

Compensation and Payment System Tax Abatement Letters (See Attachment 8):

C580V Letter:  
Monthly Run (once per month) approximately 274,246/month\*; approximately 2,742,460 per year  
\*Seasonal peak (November – March) approximately 700,000;  
seasonal low (April – October) approximately 18,000

**TRIM SIZE:**

Envelopes:

- No. 10 (4-1/8 x 9-1/2"), window, double window, and non-window
- No. 9 (3-7/8 x 8-7/8"), window and non-window
- 6 x 9-1/2" window
- 6 x 9-3/4" window
- 9-1/2 x 12"
- 10 x 13" non-window

Letters/Inserts: 8-1/2 x 11"

**GOVERNMENT TO FURNISH:**

Print orders.

Preprinted Inserts:

- VA Forms 0748, 0749, 5655
- VA Pamphlets 22-09-1, 22-09-2, 27-12-31, 27-0501, 27-12-2
- VA Secretary Letterhead

Electronic Media (software/electronic letters): Electronic letters are in a Post Script or Portable Document Format (PDF) format.

The data is compressed using PKZIP software and then sent to the contractor via electronic data transfer using an SSH File Transfer Protocol (SFTP) over the Internet using a NIST FIPS 140-2 compliant cryptographic module capable of interchanging data with the VA Enterprise Operations (EO) network.

**NOTE:** Live data will not be provided to the contractor and actual production will not begin until October 1, 2016. The interval between contract award and actual production will be used to satisfy the security requirements contained in the specifications (including any necessary site visits), to establish the secure SSH connection between the VA and the contractor, and to transmit test data to ensure that all requirements can be met by the contractor.

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

**STOCK/PAPER:** The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 12" dated March 2011.

(a) Envelopes:

- (1) White wove, Basis Weight: 24 lb., Bursting Strength: 24 psi, equal to JCP V20.
- (2) Blue Wove, Basis Weight: 24 lb., Bursting Strength: 24 psi, equal to JCP V20.
- (3) Green Wove, Basis Weight: 24 lb., Bursting Strength: 24 psi, equal to JCP V20.
- (4) Light Brown Kraft, Basis Weight: 24 lb., Bursting Strength: 38 psi, equal to JCP V10.

(b) Letters/inserts:

- (1) White Copier/Laser Printer Paper, Basis Weight: 24 lb., equal to JCP O61.
- (2) Yellow Copier/Laser Printer Paper, Basis Weight: 24 lb., equal to JCP O63.
- (3) White No. 2 Coated Gloss Text, Basis Weight: 100 lb., equal to \*JCP A182.

\*Note: Exception to Paper Specification Standards (March 211, No. 12), under "Testing"- The acceptance criteria in Part 4 shall apply for Opacity only.

**PRINTING/VARIABLE IMAGING:**

Envelopes: Printing face only or face and back in Pantone 280 Blue. Two Applications, VADS VIL Letter Envelope, and C580V Envelope, print in black.

The majority of envelopes require printing of a security tint/pattern in Pantone 280 Blue on the inside to ensure complete opacity and prevent show through of any material.

Two envelopes, VA E -15 and VA E-16, do not print.

Letters/Inserts: Printing face only or face and back in black only. All printing required in performance of this contract is direct image laser print including static and variable data from supplied files.

One application (HEC 211A) prints 8-1/2 x 11" prints full color or offset print in four-color process on face only with bleeds on three edges and then fold to 8-1/2 x 3-2/3".

At Contractor's Option, the product may be produced via conventional offset or digital printing provided that Quality Level 3 standards are maintained. Final output must be a minimum of 150 line screen and at a minimum resolution of 1200 x 1200 dpi x 1 bit or 600 x 600 dpi x 4 bit depth technology.

**MARGINS:** Maintain margins as indicated on print order or furnished electronic file.

Letters and the majority of inserts, no bleeds. VA Forms IB 10-441, IB 10-578, and the Suicide Prevention Insert bleed three sides, face only.

**FOLDING AND INSERTION:** "C" fold letters from 8-1/2 x 11" to 8-1/2 x 3-2/3" so that the addressee's address is visible in the envelope window. If a postal barcode is used, it must also be visible in the envelope window. Some applications will also require the return address to be visible in a second envelope window. Insert the folded letters into the appropriate envelope. In the event of multiple-page letters and/or multiple single-page letters, collate and fold all pages before insertion.

Additional inserts will be required for approximately half of the mailings. Inserts will include 8-1/2 x 11" flat sheet forms (folded to 8-1/2 x 8-2/3"), No. 9 business reply envelopes (BRE) and various pamphlets. The contractor will print the majority of the flat sheet forms from files provided by the department. The contractor will also produce the No. 9 business reply envelopes (BRE).

EO will supply all pamphlets and inserts not printed by the contractor, see "GOVERNMENT TO FURNISH". The contractor will need to maintain an inventory list with an updated list sent back to EO weekly. The contractor will notify EO when supplies are received and the condition of the shipment. Any damage to the shipment must be reported as soon as possible so corrective action can be taken by EO. The contractor must establish an automated preset order limit for each print job to avoid running out of VA-furnished supplies. When the level is

reached, the contractor must notify EO so that additional supplies can be provided to the contractor.

**PERFORATION:** For the DMC application, perforate 8-1/2 x 11" sheets across the entire 8-1/2" dimension with the perforation located 3-1/2" from the bottom. For the GRS application, perforate 8-1/2 x 11" sheets across the entire 8-1/2" dimension with the perforation located 3" from the bottom.

**HANDWORK:** The DMC and CH33 applications will require occasion hand separation and packaging of letters that are sent USPS/UPS to VA facilities.

**PROGRAMMING TIME/SUPPORT:** During the life of the contract, new or modified letter requirements may occur. The contractor will be required to provide programming support to implement these new or modified requirements.

**SHREDDING:** Any letters that are damaged or otherwise rendered unfit for insertion into envelopes during the printing or inserting process must be shredded in strips that are a maximum of 5/16" wide.

**ENVELOPE CONSTRUCTION:** All envelopes are open side, high cut, diagonal seams, with suitable full gummed flaps. All windows are covered with a suitable transparent panel glued to the inside. All security tints/patterns print in Pantone 280 on the inside of the envelope.

- (a) VA E-1: No. 10 (4-1/8" x 9-1/2"); 24# white wove; Pantone 280;  
Window #1: 1-3/8" x 4" Located 5/8" from left, 13/16" from bottom;  
Window #2: 1/2" x 3-1/4" Located: 5/8" from left, 2-5/8" from bottom;  
Security Tint; Full Gum (Applications: GRS / FEE).
- (b) VA E-2: No. 10 (4-1/8" x 9-1/2"); 24# white wove; Pantone 280; face only  
Window: 1-3/8" x 4-3/4" located 3/4" from left, 1/2" from bottom;  
Full Gum (Applications: VAD/LGY).
- (c) VA E-3: No. 10 (4-1/8" x 9-1/2"); 24# white wove; Pantone 280; face only  
Window: 1-3/8" x 4-3/4" Located 1/2" from left, 1/2" from bottom;  
Security Tint; Full Gum (Application HEC).
- (d) VA E-4; No. 10 (4-1/8" x 9-1/2"); 24# white wove; Pantone 280;  
Window: 1-3/8" x 4-3/4" Located 3/4" from left, 1/2" from bottom;  
Security Tint; Full Gum (Application DMC).
- (e) VA E-6: No. 9 Business Reply Envelope (3-7/8" x 8-7/8") 24# white wove; Pantone 280; face only;  
No Window  
Full gum (Application DMC BRE).
- (f) VA E-7: No. 9 Business Reply Envelope (3-7/8" x 8-7/8") 24# white wove; Pantone 280;  
Window: 1-5/8" x 3-1/2" Located 4-3/4" from left, 7/8" from bottom;  
Security Tint; Full Gum (Application GRS BRE).
- (g) VA E-: 8: No. 9 Business Reply Envelope (3-7/8" x 8-7/8") 24# -Blue wove; Pantone 280;  
No Window  
Security Tint; full gum (Application HEC BRE).

- (h) VA E-10/11/12/13: 6" x 9-1/2", open side, 24# white wove; Pantone 280;  
Window: 1-1/2" x 4-3/4" Located 1/2" from left, 2-1/8" from bottom;  
Security Tint, full gum (Application CH33).
- (i) VA E-14: 6" x 9-3/4"; open side; 24# brown Kraft; Black;
  - a. Window: 1-1/4" x 4-1/4" Located 7/16" from left, 2-7/8" from bottom;
  - b. Security Tint; full gum (Application VADS - VIL)
- (j) VA E-15: 10" x 13"; open side, 24# brown Kraft; Non-Printing, no window, full gum (Application FEE)
- (k) VA E-16: 10" x 13"; open side, 24# brown Kraft; Non-Printing, no window, full gum (application DMC)
- (l) VA E-17: 9-1/2" x 12" 24# White Wove, ; Printing Pantone 280 (Application CH33)
- (m) VA E-18: No 10 (4-1/8" x 9-1/2"); 24# green wove; black;
  - a. Window #1: 1-1/4" x 3-1/2" Located 1" from left, 13/16" from bottom;
  - b. Window #2: 5/8 x 3", Located 1" from left, 2-5/8" from bottom;
  - c. Full Gum (Application C580V).

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

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

**DISTRIBUTION:** The majority of letters mail f.o.b. contractor's city using a Postal Permit provided by the Department of Veterans Affairs. Some letters will be sent out f.o.b. contractor's city via a VA-supplied UPS account.

Upon VA request, the contractor will be required to provide tracking numbers by date for UPS shipments shipped by the contractor using the VA-supplied UPS account number.

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

When transmitted files do not contain electronic slip sheets to sort the printed products to multiple stations/destinations and when directed by the VA, the contractor must manually intervene to sort the printed documents.

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

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

Non-qualified pieces and international mail may be metered against the contractor's postage meter. Quantity and cost of metered mail will be provided to VA for each production job and included on the vendor's invoice submission to GPO.

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

**NUMBERING:** Each record received must be assigned a unique, sequential number for accounting purposes and to allow the contractor to reproduce any documents destroyed in processing.

**BARCODING:** The contractor is required to add a 2D barcode to the face of each leaf of each billing statement. The barcode will allow the VA to query by barcode the names, addresses and times that different pieces were inserted and will allow a redundant check on the contents of each mailing.

**QUALITY CONTROL:** The contractor must implement quality control systems for all billing statements produced under this contract to reduce the number of double stuffs (two different statements in the same envelope) to the maximum extent possible. The contractor must maintain the highest quality during the production and mailing of all letters to include accounting for all letters to ensure that the number of pieces of mail is equal to the number on the automatically generated postal mailing reports. Due to the sensitive nature of the letters, the contractor must achieve as near to 100% accuracy as possible in the mailing of the letters. After award, the contractor must detail, in writing, the quality control measures that will govern the production and mailing of all letters. The accuracy rate for all orders must be 99% or higher (includes printing on the correct paper using the correct forms and inserting the correct pamphlets/booklets or forms or any combination of inserts with each order). The contractor may be required to produce quality assurance samples for each order. The quantity required for each order, if any, will be determined by coordination between the EO and the contractor and will be specified on each print order. The quality assurance samples will be sent to the EO at the VA's expense. The contractor will be paid for any required quality assurance samples at the running rate offered in the contractor's bid.

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

Production and shipping must be completed within 48 hours of receipt of the print order and Government-furnished data, excluding weekends and Federal holidays. The contractor is expected to have all shipments in the UPS system or USPS system within 48 hours of receipt of the production file excluding weekends and Federal holidays.

**NOTE:** Accelerated Schedule – Approximately 15% of all orders placed will require an accelerated schedule in which the contractor may be required to perform on Saturdays, Sundays and Federal holidays. For example, production and distribution of letters transmitted at 5:00 p.m. on Thursday afternoon must be completed no later than 5:00 p.m. on Saturday. The contractor is authorized to apply a surcharge to the total price for any print orders placed by the Department that requires performance on any workday other than a workday as defined by GPO Publication 310.2.

The ship/deliver date indicated on the print order is the date products ordered for shipping and mailing f.o.b. contractor's city must be picked up by UPS or delivered to United States Post Office.



### SECTION 3. – DETERMINATION OF AWARD

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

**PREMIUM PAYMENTS:** Orders requiring an accelerated schedule will be paid for at the premium rate in accordance with the contractor's offered percentage in the "SCHEDULE OF PRICES."

All other orders will be placed with the regular schedule and paid for at the basic prices offered.

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 items in the "SCHEDULE OF PRICES", except for PAPER. (a) (1), (2), (3) and II (b) (1), (2), (3), (4).

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 invoice.

It is estimated that 15% 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 "SCHEDULE OF PRICES" (Item IV. PREMIUM PAYMENTS), to 15% of the prices offered for all items except for PAPER (a) (1), (2), (3) and II (b) (1), (2), (3), (4).

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

I (a) 32,443  
(b) 1,468  
(c) 40  
(d) 16,728  
(e) 3,092

II (a) (1) 17,512  
(2) 207  
(3) 40  
(b) (1) 875  
(2) 16,716  
(3) 12  
(4) 2,742

III (a) (1) 1,323  
(2) 27,503  
(b) 2,750  
(c) 324  
(f) 20

**SECTION 4. – SCHEDULE OF PRICES**

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

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

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

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

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

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

**I. PRINTING:** Prices offered shall include the cost of all required materials and operations necessary for the complete production and distribution of the product listed in accordance with these specifications with the exception of the required paper.

Running Per  
1,000 Copies

- (a) Laser over printing face and back, including static and variable data, from supplied file.....per 1,000 images.....\$ \_\_\_\_\_
- (b) Printing inserts face only/face & back in black up to 8-1/2 x 11”.....per 1,000 pages.....\$ \_\_\_\_\_
- (c) Printing inserts face only in 4-color process up to 8-1/2 x 11”.....per 1,000 pages.....\$ \_\_\_\_\_
- (d) Printing envelopes face only with security tint/pattern in Pantone 280.....per 1,000 envelopes.....\$ \_\_\_\_\_
- (e) Printing envelopes face only in black.....per 1,000 envelopes.....\$ \_\_\_\_\_

\_\_\_\_\_  
Initials

**II. PAPER:** Payment of all paper supplied by the contractor under the terms of these specifications, as ordered on the individual print orders, will be based on the net number of leaves furnished for the product(s) ordered. The cost of any paper required for makeready or running spoilage must be included in the prices quoted.

(a) Letters/Inserts:

- (1) White Copier/Laser Printer Paper (24 lb, JCP O61).....per 1,000 leaves.....\$\_\_\_\_\_
- (2) Yellow Copier/Laser Printer Paper (24 lb, JCP O63).....per 1,000 leaves.....\$\_\_\_\_\_
- (3) White Gloss Text (100 lb, JCP A182).....per 1,000 leaves.....\$\_\_\_\_\_

(b) Envelopes:

- (1) Light Brown Kraft (24 lb, JCP V10).....per 1,000 envelopes.....\$\_\_\_\_\_
- (2) White wove (24 lb, JCP V20).....per 1,000 envelopes.....\$\_\_\_\_\_
- (3) Blue Wove (24 lb., JCP V20) .....per 1,000 envelopes.....\$\_\_\_\_\_
- (4) Green Wove (24 lb., JCP V20) .....per 1,000 envelopes.....\$\_\_\_\_\_

**III. ADDITIONAL OPERATIONS:**

(a) Folding letters, inserting into envelopes, and processing for insertion into USPS mail/UPS:

Single item - 1 leaf letter inserting into envelope, no inserts  
Multiple items – Multi leaf letter and/or inserts inserting into envelope, includes the cost of any hand separation/collation.

- (1) Single item.....per 1,000 inserts.....\$\_\_\_\_\_
- (2) Multiple items.....per 1,000 inserts.....\$\_\_\_\_\_

(b) Perforation.....per 1,000 leaves.....\$\_\_\_\_\_

(c) Shredding damaged or misprinted letters.....per 1,000 leaves.....\$\_\_\_\_\_

(d) Programming time/testing.....per hour.....\$\_\_\_\_\_

\_\_\_\_\_  
Initials

**IV. PREMIUM PAYMENTS:** Premium payments, when authorized, will apply to all items except PAPER II (a) (1), (2), (3) and II (b) (1), (2), (3), (4). Percentage increase will be added to all orders which require the "Accelerated Schedule."

Percentage surcharge for any print orders place by the Department that require performance on any workday other than Monday through Friday of each week, exclusive of the days on which Federal Government holidays are observed.

..... % \_\_\_\_\_

**BIDDERS NAME AND SIGNATURE:** Fill out and return two copies of all pages in "Section 4.- Schedule of Prices", initial or sign each in the space provided and submit with the original and duplicate copies (face and back) of GPO Form 910, "Bid". Do not enter bid prices on GPO Form 910. NOTE: The Schedule of Prices will prevail in instances where prices are inadvertently entered on GPO Form 910.

Bidder \_\_\_\_\_

\_\_\_\_\_  
(City, State)

By \_\_\_\_\_

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

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

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

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

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

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

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

U.S. GOVERNMENT PRINTING OFFICE  
Printing Procurement Department

**BID**

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

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

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

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

or

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

BID \_\_\_\_\_

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

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

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

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

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

**COMPANY SUBMITTING BID**

**PERSON AUTHORIZED TO BID**

Company \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Title \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Date \_\_\_\_\_

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

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

Contracting Officer Review \_\_\_\_\_

(Initials)

Date \_\_\_\_\_

Certifier \_\_\_\_\_

(Initials)

Date \_\_\_\_\_

# Representations and Certifications

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

## REPRESENTATIONS.

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

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

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

## CERTIFICATIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it 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 the solicitation for default.

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

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

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

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

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

(2) Retain the certifications in the files; and

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

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

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

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