

| | | | | | |
|--|-----------------------------------|--|---|-----------------------------|----------------|
| SOLICITATION, OFFER, AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | RATING | PAGE 1 | OF PAGES 47 |
| 2. CONTRACT NO. 935-S | 3. SOLICITATION NO. RFP- 935-S | 4. THIS IS A: SMALL BUSINESS SET-ASIDE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | 5. DATE ISSUED | 6. REQUISITION/PURCHASE NO. | |
| 7. ISSUED BY: U.S. Government Publishing Office Agency Publishing Services (APS) Alternative Contract Solutions (ACS) Washington, DC 20401 | | | 8. ADDRESS OFFER TO (If other than Block 7) U.S. Government Publishing Office APS/ACS Washington, DC 20401 bids@gpo.gov | | |

SOLICITATION

9. Offers must submit email proposals to bids@gpo.gov for this solicitation. No other method of bid submission will be accepted at this time.
 Proposals will be accepted until **1:00 p.m.** local time **10/22/2024**
(Hour) (Date)

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

| | | |
|---------------------------|------------------------------|--|
| 10. FOR INFORMATION CALL: | A. NAME Joseph Harrington | B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) jharrington@gpo.gov / 202-512-2132 |
|---------------------------|------------------------------|--|

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OFFER (must be fully completed by Offeror)

12. In compliance with the above, the undersigned agree, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

| | | | |
|--|--|--|--|
| 13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section B.2, Item III. (b))</i> | | | |
|--|--|--|--|

| | | | | |
|---|---------------|------|---------------|------|
| 14. ACKNOWLEDGMENT OF AMENDMENTS <small>(The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)</small> | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
| | | | | |
| | | | | |
| | | | | |

| | |
|----------------------------------|---|
| 15A. NAME AND ADDRESS OF OFFEROR | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) |
|----------------------------------|---|

| | | | |
|--|---|---------------|----------------|
| 15B. TELEPHONE NO. (Include area code) | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/> | 17. SIGNATURE | 18. OFFER DATE |
|--|---|---------------|----------------|

AWARD (To be completed by Government)

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

OFFERORS, PLEASE NOTE: These specifications have been *EXTENSIVELY* revised; therefore, all offerors are cautioned to familiarize themselves with all provisions of this RFP before submitting a proposal with particular attention to the following:

SECTION B.2 PRICE SCHEDULE

SECTION C.2 BACKGROUND

SECTION C.4 GUARANTEED MINIMUM AND CONTRACT MAXIMUM

SECTION C.5 MINIMUM CONTENT STANDARDS FOR PAPER

SECTION D: PACKING, LABELING, AND MARKING

SECTION G.1 TERM OF CONTRACT

SECTION G.8 CONTRACTING OFFICER

SECTION I: CONTRACT CLAUSES

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

SECTION M.8 ESTIMATED VOLUMES

The Government hereby notifies offerors that taking exception to any term or condition of this solicitation (including submitting any alternate proposal that requires relaxation of a requirement) could make an offer unacceptable. Unless this solicitation expressly authorized an exception with regard to that specific term or condition, the Government will consider any exception to *any* term or condition of this solicitation that is not expressly authorized by this solicitation to be not technically acceptable (see M.1).

Bidders are encouraged to submit any questions regarding this RFP (via email) prior to the proposal submission date (see L.11).

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SECTION B: PRODUCTS AND PRICES

The U.S. Government Publishing Office (GPO) contemplates award of a Firm Fixed Price with price escalation (MMAR Clause 52.216-22 (OCT 1995)) Indefinite Quantity Contract resulting from this solicitation.

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

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

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. 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.

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

The contractor will only be paid for products delivered. The GPO will not reimburse the contractor for any startup costs necessary to fulfill the contract requirements.

The contractor shall propose a trade discount for all products provided. A minimum trade discount of 7 percent will be accepted. The GPO will pay the contractor each month, less the trade discount, within 30 calendar days of receipt of the billing invoice. The contractor may offer a prompt payment discount to the GPO in addition to the trade discount (see Item B.2 III.(a)).

B.2 PRICE SCHEDULE:

Offers are f.o.b. destination.

Offerors must make an entry for each item described in the "PRICE SCHEDULE" using the CLIN pricing format provided below. Pricing submitted with any obliteration, revision, or alteration of the order or manner of submitting prices may be declared nonresponsive.

Prices submitted are to be offered in all locations.

All products are to be offered in all locations. This list must include the price for each product. Prices must include the cost of all required materials and operations for each item listed in accordance with these specifications. Pricing submitted will be for products ordered with deliveries within the continental United States (CONUS).

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

(Initials)

I. PAPER PER CARTON:

| | PER CARTON | | | |
|--|-----------------------|-----------------------|-----------------------|-----------------------|
| | 1 to 10 | 11 to 39 | 40 to 119 | 120 or More |
| | <u>Cartons</u> (1) | <u>Cartons</u> (2) | <u>Cartons</u> (3) | <u>Cartons</u> (4) |
| CLIN 001 – JCP O-61 White Plain Copier, Xerographic (24-lb.) (No PCW fibers): 8-1/2 x 11” | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| CLIN 002 – JCP O-65 White Plain Copier, Xerographic (20-lb.) (30% PCW Recycled Paper): 8-1/2 x 11” | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| CLIN 003 – JCP O-65 White Plain Copier, Xerographic (20-lb.) (30% PCW Recycled Paper): 8-1/2 x 14” | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| CLIN 004 – JCP O-65 White Plain Copier, Xerographic (20-lb.) (30% PCW Recycled Paper): 11 x 17” | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| CLIN 005 – JCP O-65 White Plain Copier, Xerographic (20-lb.) (No PCW fibers): 8-1/2 x 11” | \$ _____ | \$ _____ | \$ _____ | \$ _____ |

II. ADDITIONAL PRODUCTS OFFERED: Offerors may submit an all-inclusive list of all products they will provide to the Government under this Program in addition to the line items specified under Item I. These additional products may be ordered at the discretion of the Government. There is no guarantee on the part of the Government that any of these additional products will be ordered. These additional products must be offered in all locations. The list of additional products must include the firm fixed pricing for each product. NOTE: Additional products offered will not factor into GPO’s award determination.

III. TRADE AND PROMPT PAYMENT DISCOUNTS:

- (a) Trade Discount (minimum 7 percent) %
- (b) Prompt Payment Discount..... % _____ Days

 (Initials)

OFFEROR'S NAME AND SIGNATURE: Unless specific written exception is taken, the offeror, by signing and submitting an offer, agrees with and accepts responsibility for all certifications and representations as required by the solicitation and GPO Contract Terms – Publication 310.2. When responding by email, fill out and return “SECTION B. – PRODUCTS AND PRICES,” including initialing/signing where indicated. Valid electronic signatures will be accepted in accordance with the Uniform Electronic Transactions Act, §2. Electronic signatures must be verifiable of the person authorized by the company to sign bids.

Failure to sign the signature block below may result in the bid being declared non-responsive.

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

(Street Address)

(City – State – Zip Code)

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

(Person to be Contacted) (Telephone Number)

(Email) (Fax Number)

SECTION C: STATEMENT OF WORK - SPECIFICATIONS

C.1 SCOPE:

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

C.2 BACKGROUND:

The mission of GPO is to inform the nation by producing, procuring, and disseminating printed and electronic publications to the public and business communities for the Federal Government. The GPO is committed to providing its Federal agency customers with various methods to satisfy their printing and finishing needs, including providing a catalog consisting of duplicating and copier paper. In the spirit of the GPO mission and in an effort to provide these paper products effectively and efficiently to its Federal agency customers, the GPO created the GPO Online Paper Store (OPS).

This contract provides delivery/shipping of these paper products to domestic (continental United States) destinations.

There were approximately 544 transactions on the OPS program in the 2023 fiscal year and approximately 505 transactions in the 2024 fiscal year (year to date). The OPS Program achieved revenues of \$2,273,892.65 in the fiscal year 2023 and revenues of \$2,140,609.25 in the fiscal year 2024 (year to date).

C.3 OBJECTIVES:

GPO seeks to provide a contract that will allow its customers the following services under the GPO Online Paper Store (OPS). GPO is seeking a single contractor to:

- a) Develop, host, and maintain a website to be accessible by GPO customers to place orders for copier paper. The website shall also include detailed (step-by-step) online tutorials for customers.
- b) Be responsible for delivering copier paper (ranging in quantities from a single carton to multiple skids) to fulfill customer orders. The contractor must deliver the orders in accordance with the specified schedule (see SECTION F. - "DELIVERIES AND PERFORMANCE").
- c) Provide full customer service and handle all customer inquiries and complaints. (GPO retains the unilateral right to intervene at the request of the customer at any point in the inquiry or complaint).
- d) Provide pricing for all contract line items as specified in SECTION B. Pricing shall include a 7 percent cost recovery fee for GPO. This pricing shall be listed on the contractor's website, and is the price provided to the customer. A link to the contractor's website will be listed on the GPO OPS website.

C.4 GUARANTEED MINIMUM AND CONTRACT MAXIMUM:

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

Overall Contract Maximum: The total number of cartons ordered hereunder, during the life of the contract, shall not exceed 750,000 cartons.

C.5 MINIMUM CONTENT STANDARDS FOR PAPER:

- a) The JCP paper specification standards, referenced in this solicitation, comply fully with the intent of Public Law 94-580, the Resources Conservation and Recovery Act (RCRA), and Public Law 96-482, the Solid Waste Amendments of 1984, and associated Presidential Executive Orders. Where practicable, the standards must meet or exceed the recommended guidance provided in the Environmental Protection Agency's Comprehensive Procurement Guidelines program authorized by Congress under Section 6002 (PDF) of RCRA.
- b) The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 13" dated September 2019 to the maximum extent possible.
- c) Government Paper Specification Standards No. 13 – https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/vol_13.pdf.
- d) All paper in each order must be of a uniform shade.
- e) The contractor shall provide the specified stock below in standard sizes (8-1/2 x 11" and 8-1/2 x 14", 11 x 17") in accordance with the contract line items (CLINs) in Section B.2.

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

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

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

(Refer to <https://www.gpo.gov/how-to-work-with-us/vendors/forms-and-standards> for the most current Qualified Product List (QPL) for each JCP Code.

- g) Generally, the postconsumer fiber content follows the Government Paper Specification Standards. In some instances, GPO requires a minimum content that is different from what is stated in the Government Paper Specification Standards No. 13. Unless otherwise required (see below), the minimum content requirements are mandatory for all paper lots identified as JCP Code O-61 and JCP Code O-65 as specified in this solicitation.
- h) When required for 8-1/2 x 11" only, the copier paper supplied under this contract must not contain any postconsumer fiber content.
- i) When required, all copier paper supplied under this contract must contain a minimum of 30 percent postconsumer fiber (JCP O-61) or meet the minimum content standards of 30 percent postconsumer fiber (JCP O-65).

C.6 PERFORMANCE:

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

C.7 ONLINE ORDERING AND FULFILLMENT REQUIREMENTS:

The offeror shall propose a detailed plan for all the requirements included in this section, as specified below, including screenshots of the online ordering system.

C.7.1 Online Ordering System Requirements:

- a) The contractor shall provide a secure online ordering system allowing GPO's customers to place orders via the contractor's website. Contractor's website shall present, at a minimum, with "GPO Online Paper Store." A secure online ordering system means:
 - 1) The website employs Transport Layer Security (TLS), version 1.3, to encrypt the entire website, including all user login and password entry screens to the website, and requires Advanced Encryption Standard (AES-128 or higher encryption) to be used. The website does not permit any other encryption methods to be used.
 - 2) The website's TLS certificate shall work with all standard web browsers available on the Internet (Microsoft Edge, Google Chrome, Safari, Firefox, etc.).
 - 3) The website shall prevent previous user logon sessions from being replayed.
 - 4) User passwords shall be at least eight (8) alphanumeric characters long and require:
 - At least one (1) upper case character
 - At least one (1) lower case character
 - At least one (1) number
- b) The contractor's website must be equipped to accept and process customer registrations (both credit card and non-credit card) for use of this service. For both credit and non-credit card accounts, the OPS customer will fill out their information online using the registration link provided on the contractor's website.

For both types of accounts, the contractor must provide a confirmation email to the customer upon receipt of the registration. During this process, a temporary password shall be emailed to the customer's Government email address (customer's email address shall also serve as the customer's username) to confirm email is valid and for the completion of the registration process.

- For credit card accounts, the account must be set up, activated by the contractor, and provided to the OPS customer within five (5) workdays of receipt of online registration.
- For non-credit card accounts, the contractor must provide the customer an application form in the confirmation email. Once the customer has filled out the application form and submitted to GPO, the Contracting Officer will verify the validity of the customer's Billing Address Code (BAC). If the customer's BAC is valid, the Contracting Officer will send the approved application to the contractor. The account must be set up, activated by the contractor, and provided to the OPS customer within five (5) workdays of receipt of validation of the customer application.

The credit card registration process shall be seamless, automated, and void of any manual input on the contractor's part. The appropriate individuals at GPO shall be notified when a customer, both credit card and non-credit card, starts the registration process. Instructions for the registration and application processes must be provided on the contractor's website.

- c) The contractor's online application is required to accept valid Government credit cards for payment and is required to comply with the following:
 - 1) Contractor must meet Payment Card Industry Data Security Standards (PCI DSS) and must be certified for PCI DSS operations.
 - 2) Contractor must encrypt all credit card numbers using Federal Information Processing Standard (FIPS) compliant encryption such as Advanced Encryption Standard (AES) encryption when credit card numbers are transmitted over a computer network or when credit card numbers are stored.
 - 3) No credit card number shall ever be transmitted over a computer network without FIPS compliant encryption protection.
 - 4) No credit card number shall ever be stored in a database without FIPS compliant encryption protection. GPO must be notified immediately if the contractor ever detects a breach of the contractor's system in which credit card numbers are believed to have been copied or compromised.
- d) The contractor's website shall include a product catalog that includes the pricing guide with product descriptions and pricing information.
- e) The contractor's website shall have the capability of capturing all delivery information, such as addresses (including those for multiple destinations and all addresses from previous orders); instructions for inside delivery; security screening procedures; loading dock restrictions; and, any other pertinent data.
- f) The contractor's website shall create customer receipts immediately at the end of the order transaction as well as a tracking feature for customers to monitor their orders. Electronic receipts shall be available immediately to GPO at any time.
- g) The contractor's website shall not ever be unavailable for more than 43 minutes per month. If the website is ever unavailable or scheduled to be down, contractor shall contact GPO immediately. If the website is ever unavailable for longer than 43 minutes or scheduled to be down during standard business day hours, then a penalty shall be considered for potential loss of revenue.
- h) The contractor's website shall be available 24 hours a day, seven (7) days a week, 365 days a year for accepting customer orders. For an order placed/accepted outside of standard business hours, the order will be processed the next workday (see F.1).
- i) The contractor's website shall be accessible to mobile users for submission of orders through an interface designed for access through standard mobile devices.

C.7.2 Fulfillment Requirements:

- a) The contractor shall complete each customer transaction in accordance with the required schedule, as specified herein, and provide record of order process and delivery at any time as requested by GPO personnel or the customer.
- b) The contractor shall allow for a customer to input a unique Customer Reference Code (e.g., Line of Accounting (LOA), purchase order, work order number, etc.) in order for the customer to be able to tag an order with internal tracking information. This field must allow for a minimum of 50 characters.
- c) The contractor shall be responsible for hosting the data and for having the ability to transmit all necessary data electronically as an Excel file using the reporting features as specified herein.

- d) The contractor shall support the renewal of customer participation in the GPO OPS Program annually for each OPS customer by updating the requisition numbers on October 1st of each contract year and by activating and inactivating accounts as specified by GPO.
- e) The contractor shall provide GPO historical and current customer activity and data upon request.

C.8 CUSTOMER SERVICE REQUIREMENTS:

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

NOTE: Walk-up/retail storefronts are at the contractor's option; however, they will not be a factor in the award determination.

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

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

- c) In addition to the commercial phone number, the contractor shall provide an email address for customer assistance.
- d) The contractor shall handle all product quality and service complaints directly with the customer. If there is a problem with an order at the fault of the contractor, or a dispute, the contractor shall have a dispute resolution process in place. The contractor shall provide a reasonable resolution to the customer for all quality and performance issues including delinquent, incorrect, out-of-stock, and late orders. All problems must be resolved within 24 hours from the time the complaint is received by the contractor. Substitutions are only allowed if agreed to by the customer prior to delivery. Substitutions agreed to by the customer shall be provided at the contract price.
- e) GPO retains the unilateral right to intervene at the customer's request at any time during the contract.
- f) If, at any point during the term of the contract, there are changes in the awarded bid prices, the contractor must update their pricing list on their website and provide a link to GPO to be included on GPO's website.

C.9 TRAINING PROGRAM:

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

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

C.10 FINANCIAL REQUIREMENTS:

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

- Fiscal year
 - Billing amount
 - Invoice date and invoice number
 - Account type
 - Net amount due
 - Order number and date of order
 - Product(s) purchased
 - Quantity ordered
 - Item pricing per contract
 - Retail price of items
 - Delivery address(es)
 - Date of shipment
- f) For non-credit card sales, the contractor shall submit an electronic invoicing file to GPO on a weekly basis. The files shall be provided as a .csv file and an Excel file as explained in Attachment 1. The day and time of submission of the electronic invoicing file shall be in accordance with the timeframe as agreed to by GPO and the contractor after award. The invoice file shall include the fields:
- Jacket Number
 - Agency Requisition Number
 - Billing Address Code
 - Fiscal Year
 - Sign of Billing Amount
 - Billing Amount
 - Customer Account ID
 - Invoice Date
 - Invoice Number
 - Agency Job Reference
 - GPO Payment Number
 - Payment Method Flag
 - Line of Accounting (as specified on the record layout in Attachment 1)
- g) GPO shall pay this total bill, less the 7 percent cost recovery fee, via Electronic Funds Transfer within 30 calendar days of receipt, or in accordance with any prompt payment discount.
- h) The contractor shall be paid for only those products actually delivered.
- i) The contractor shall be required to furnish signed, delivery receipts to GPO whenever there is a perceived discrepancy. In the case of a multiple-destination order, receipts for each destination shall be required. Signed delivery receipts shall include the printed name as well as the signature of the individual receiving the product at each destination.
- j) The contractor's online price shall be inclusive of the 7 percent cost recovery fee for GPO.

C.11 DATABASE, REPORTING, AND MEETING REQUIREMENTS:

- a) The contractor shall accurately report the dollar value (in U.S. dollars) of all sales under this contract weekly and monthly. The contractor shall submit consistent and timely weekly and monthly production reports each week and month to the GPO detailing the program activities completed by the contractor for the previous week and previous month. Time of submission of both weekly and monthly reports shall be in accordance with the timeframe mutually agreed upon by GPO and the contractor after award.

- b) The contractor shall submit reports for additional timeframes as may be required by GPO. The contractor shall maintain a consistent accounting method to report sales based on the contractor's established commercial accounting practice.
- c) Reports are to be sent by the contractor in a consistent and timely manner to GPO as specified each week and each month, or they shall be considered as not in compliance with contract specifications.
- d) Contractor shall participate in meetings/conference calls with GPO on an as-needed basis. All contractor key personnel responsible for the performance of this contract shall attend. Meetings shall last the time necessary to discuss program activities and issues and establish dates for their resolution.
- e) The contractor shall provide the following monthly reports: Summary Report, Transactional Report, Log Report, Quality Control Report, and Action Item Report. The reports must be in a Microsoft Excel spreadsheet format, and, at a minimum, must include the information, itemized by each individual customer, as listed below.

1) Monthly Summary Report:

- Total number of cartons sold
- Credit card sales versus Non-credit card sales
- Sales by each ordering agency's office designated by their physical address
- Sales by each individual customer at each ordering agency
- Web hit statistics

2) Monthly Transactional Report:

- Agency/Bureau (using standard name)
- First and last name of customer
- Street address of customer
- City of customer
- State of customer
- Customer BAC
- Customer account number
- Customer email address
- Phone number and email of person who placed the order
- Date and time of order
- Date and time of delivery
- Method of delivery
- Name of person who signed for the order delivery
- Item description
- Unit of measure (i.e., standard unit of measure is cartons)
- Quantity purchased
- Dollar value of each item purchased
- Payment method
- Order line price
- Contractor's distribution outlet fulfilling the order

3) Monthly Log Report:

- Log of registered customers including all account information. This log shall include the date and time customer submitted application and the date and time the account was set up and activated.

- Log of new customers (i.e., any customer added in the previous month since the last log report).
- Log of inactive customers (i.e., customers that have not placed an order in the last 12 calendar months).

4) Monthly Quality Control Report (for each customer):

- Name of customer
- Customer email address
- Customer account number

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

C.12 GLOSSARY OF TERMS:

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

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

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

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

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

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

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

Qualified Products List (QPL): A list of brand name products that can be supplied under this solicitation that have been determined to be in conformance with the specification requirements. (For the most current list, refer to <https://www.gpo.gov/how-to-work-with-us/vendors/forms-and-standards>.)

Trade Discount: A price discount offered by the contractor. The GPO will pay the contractor the billed invoice amount less the offered trade discount percentage (minimum 7 percent).

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

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

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

SECTION D: PACKING, LABELING, AND MARKING

D.1 PACKING:

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

- a) The copier paper shall be wrapped and securely sealed in 500-sheet packages in a moisture resistant commercial wrapping (such as a material having a vapor transmission rate equal to or less than that of one (1) mil polyethylene).
- b) The copier paper shall be packed 10 packages per carton, 40 cartons per skid or pallet.

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

- a) The copier paper shall be wrapped and securely sealed in 500-sheet packages in a moisture resistant commercial wrapping (such as a material having a vapor transmission rate equal to or less than that of one (1) mil polyethylene).
- b) The copier paper shall be packed 10 packages per carton, 32 cartons per skid or pallet.

D.1.3 For 11 x 17" Copier Paper:

- a) The copier paper shall be wrapped and securely sealed in 500-sheet packages in a moisture resistant commercial wrapping (such as a material having a vapor transmission rate equal to or less than that of one (1) mil polyethylene).
- b) The copier paper shall be packed 10 packages per carton, 32 cartons per skid or pallet.

D.2. LABELING AND MARKING:

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

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

SECTION E: INSPECTION AND ACCEPTANCE

E.1 MMAR CLAUSE 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998): This contract incorporates one or more clauses of the GPO Materials Management Acquisition Regulation (MMAR) (May 15, 2003) by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at:

<https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/mmar.pdf>.

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

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

E.3 QUALITY:

- a) The quality of conformance to specifications for copier paper supplied under this contract shall be in accordance with JCP standards ("Government Paper Specification Standards No. 13" dated September 2019) to the maximum extent possible.
- b) The quality of conformance for packaging/packing shall be in accordance with GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 01-18) and GPO Contract Terms, Quality Assurance through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (Rev. 09-19))

GPO Contract Terms (GPO Publication 310.2) – <https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/contractterms2018.pdf>.

GPO QATAP (GPO Publication 310.1) – <https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/qatap-rev-09-19.pdf>.

E.4 PERFORMANCE STANDARDS:

- a) The services performed under this contract shall be done in a professional manner and shall at least meet generally accepted commercial standards.
- b) The contractor shall perform thorough checks upon completion of each order. Checks shall include accuracy and performance verification of all work performed as requested by the customer.
- c) The contractor shall have in place a dispute resolution process that details how customer complaints are handled and resolved. Any complaint not resolved to the satisfaction of the customer shall be resolved pursuant to the Disputes clause (MMAR Clause 52.233-1 (JUL 2002)).

E.5 PAPER LETTERS OF COMMITMENT:

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

The brand of the xerographic copier paper and the postconsumer fiber content of each brand that will be supplied on this contract shall be listed in each letter of commitment.

Proposals without this information shall not be considered for evaluation.

E.6 SAMPLING AND TESTING OF DELIVERIES:

- a) All paper supplied under this solicitation must be on the Qualified Products List (QPL). However, a contractor may submit a brand for testing, but the brand must be tested and approved before being offered as a product on this contract. See QPL Sample Instructions that follow for sample submission requirements.
- b) *Qualified Product* – A product supplied under this solicitation shall conform to the specification requirements. In order for a brand name to be included on the GPO’s QPL, it must be qualified prior to being offered as a product on this contract. The brand name product shall meet all the requirements for qualification. For qualification testing/evaluation, the sample set described in the “QPL Sample” paragraph below is required.
- c) *QPL Sample* – The contractor shall submit not less than two (2) cartons of each brand name copier paper for laboratory and imaging/runnability for testing/evaluation. (NOTE: Offeror must submit two (2) cartons of the brand name copier paper for each weight, trim size, and postconsumer percentage required, as specified herein.) The sample set shall be marked “QPL Samples” and must include a filled-out copy of the “QC Sample and QPL Sample Submission Form” which can be accessed on GPO’s website at: [gc_qpl_sample_submission_form.pdf\(gpo.gov\)](http://gc_qpl_sample_submission_form.pdf(gpo.gov)).
- d) Contractor to send all samples marked “QPL Samples” to: U.S. Government Publishing Office, Chief of Testing and Technical Services, Attn: Lowell Brown, Loading Dock, Mail Stop: QC, 44 H Street, NW, Washington, DC 20401.

NOTE: All samples are to be delivered via small package carrier. Samples are NOT to be sent through the USPS.
- e) Approximately two to three months are required to complete testing for a specific brand of paper.
- f) All technical correspondence should be emailed to gcimd@gpo.gov or sent to the above address to the attention of the Chief, Testing and Technical Services.

SECTION F: DELIVERIES AND PERFORMANCE

F.1 PRODUCTION SCHEDULE:

- a) No definite schedule for placement of orders can be predetermined.
- b) For orders placed during standard business hours, the following schedule begins the workday after receipt of the order; the workday after receipt will be the first workday of the schedule (e.g., if an order is placed at 1:00 p.m. on Monday, the schedule starts Tuesday).
- c) For orders placed outside of standard business hours, the order is considered to have been “placed” the following workday; therefore, the schedule starts the workday after that (e.g., an order placed at 8:00 p.m. on Monday is considered to have been placed on Tuesday; therefore, the schedule starts Wednesday).

CONUS Deliveries – The contractor shall maintain a standard delivery schedule of five (5) workdays for deliveries within the continental United States.

OCONUS Deliveries – The Government does not anticipate deliveries to outside of the Continental United States (OCONUS). If an OCONUS delivery is requested, it will be as mutually agreed upon between the Government and the contractor.

- d) Deliveries may be required on a Federal holiday or weekend. (NOTE: Contractor must notify customer agency prior to delivery on a Federal holiday or weekend to ensure personnel will be available for receipt of delivery. Any additional re-delivery charges incurred due to the contractor failing to contact the customer agency prior to delivery will be at the contractor’s expense.)
- e) In the event delivery is not made as scheduled, and it is necessary to obtain paper products from an alternate source, the contractor shall be notified immediately of their non-compliance and any additional cost incurred by GPO or the customer as a result thereof shall be charged to the contractor.

F.2 DISTRIBUTION:

CONUS Deliveries – All deliveries shall be freight on board (f.o.b.) destination. Multiple addresses for a single order may be required.

OCONUS Deliveries – The Government does not anticipate deliveries to outside of the Continental United States. If an OCONUS delivery is requested, it will be as mutually agreed upon between the Government and the contractor.

F.3 NOTICE TO THE GOVERNMENT OF DELAYS:

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

F.4 MMAR CLAUSE 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/mmar.pdf>.

| <u>Clause No.</u> | <u>Clause Title</u> | <u>Clause Date</u> |
|-------------------|--------------------------|--------------------|
| 52.242-15 | Stop-Work Order | (AUG 1989) |
| 52.242-17 | Government Delay of Work | (APR 1984) |

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 TERM OF CONTRACT:

The term of this contract is for one (1) year beginning February 1, 2025 and ending January 31, 2026, plus up to four (4) optional 12-month extension periods that may be added in accordance with the "OPTION TO EXTEND THE TERM OF THE CONTRACT" (G.2) clause in this contract.

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

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

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

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

G.4 PAPER PRICE ADJUSTMENT:

- a) Paper prices charged under this contract will be adjusted in accordance with "Table 9 - Producer Price Indexes and Percent Changes for Commodity Groupings and Individual Items" in Producer Price Indexes report, published by the Bureau of Labor Statistics (BLS), as follows:
 - 1) BLS code 0913-01 for Offset and Text will apply to all paper required under this contract.
 - 2) The applicable index figures for the month of January 2025 will establish the base index.
 - 3) There shall be no price adjustment for the first three (3) 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 B.2 "PRICE SCHEDULE" and will be effective on the first day of any month for which prices are to be adjusted.
- b) The Contracting Officer will give written notice to the contractor of any adjustments to be applied to invoices for orders placed during months affected by this clause.
- c) In no event, however, will any price adjustment be made which would exceed the maximum permissible under any law in effect at the time of the adjustment. The adjustment, if any, shall not be based upon the actual change in cost to the contractor, but shall be computed as provided above.
- d) The contractor warrants that the paper prices set forth in this contract do not include any allowance for any contingency to cover anticipated increased costs of paper to the extent such increases are covered by this price adjustment clause.

G.5 ORDERING AUTHORITY:

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

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

G.6 SUBCONTRACTING:

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

G.7 CONTRACT MANAGEMENT:

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

G.8 CONTRACTING OFFICER (CO):

Jeff Horbinski
U.S. Government Publishing Office
Agency Publishing Services, APSACS
Telephone: 202-512-2132
Email: jhorbinski@gpo.gov

G.9 CONTRACTING OFFICER'S AUTHORITY:

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

G.10 FINANCIAL/BILLING REPORT:

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

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

The contractor shall submit an electronic invoicing file to GPO on a weekly basis. The invoice file shall include the fields listed on Attachment 1. GPO shall pay this total bill, less the 7 percent cost recovery fee for GPO and prompt payment discount, IF APPLICABLE, via Electronic Funds Transfer within 30 calendar days of receipt thereof or within the time specified for the prompt payment, if applicable.

Contractor will be paid for only those products actually delivered.

Contractor's billing invoice must be itemized in strict accordance with the items in SECTION B.2, "PRICE SCHEDULE."

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

Contractor to email all invoice inquiries to: invoice-inquiry@gpo.gov

G.11 ASSIGNMENT OF JACKET NUMBER, PURCHASE ORDER NUMBER, AND ORDER PLACEMENT:

A GPO jacket number will be assigned and a purchase order number issued to the contractor to cover work performed. The purchase order will be supplemented by the online orders via the contractor's online ordering system. The online orders will indicate the paper being ordered and any other information pertinent to the particular order.

G.12 ORDERING:

Orders shall be placed as needed via online ordering system. Orders may be issued under the contract from February 1, 2025 through January 31, 2026, plus for such additional period(s) as the contract is extended. All orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any order.

G.13 CONTRACT COMPLETION AND TRANSITION SERVICES:

Upon the completion of the contract, the contractor shall prepare and deliver to the GPO, not later than 30 calendar days prior to contract termination, all contract database files that include data pertaining to all participating customers and digital content stored used in the performance of this contract. At the conclusion of the contract, any files updated during the previous 30-calendar day period shall be identified and turned over to the GPO. All data, including record layouts, shall be appropriately labeled and delivered on electronic media as requested by the GPO.

G.14 EXAMINATION OF RECORDS:

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

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 BUSINESS PRACTICES AND CONTRACT REQUIREMENTS:

It is expected that the practices described by the offeror in their response to this RFP shall be employed in its performance of the requirements of Sections C, D, E, and F of this contract.

H.2 ORGANIZATIONAL CONFLICTS OF INTEREST - GENERAL:

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

- a) The term “organizational conflict of interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- b) The contractor agrees that, if after award they discover an organizational conflict of interest with respect to this contract, they shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the contractor has taken or proposes to take to avoid, eliminate, or neutralize the conflict. The Government may, however, terminate the contract for the convenience of the Government if it would be in the best interest of the Government.
- c) In the event that the contractor was aware of organizational conflict of interest prior to the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract at no cost to the Government.

H.3 CONFIDENTIALITY OF DATA:

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

SECTION I: CONTRACT CLAUSES

I.1 REGULATIONS GOVERNING PROCUREMENT:

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

I.2 MMAR CLAUSE 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of a solicitation clause may be accessed electronically at:

<https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/mmar.pdf>.

| Clause No. | Clause Title | Clause Date |
|------------|--|-------------|
| 52.202-1 | Definitions | (DEC 2001) |
| 52.203-3 | Gratuities | (APR 1984) |
| 52.203-5 | Covenant Against Contingent Fees | (APR 1984) |
| 52.203-6 | Restriction on Subcontractor Sales to the Government | (JUL 1995) |
| 52.203-7 | Anti-Kickback Procedures | (JUL 1995) |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | (JAN 1997) |
| 52.211-5 | Material Requirements | (AUG 2000) |
| 52.215-1 | Instructions to Offerors – Competitive Acquisition | (MAY 2001) |
| 52.215-2 | Audit and Records – Negotiation | (JUN 1999) |
| 52.215-8 | Order of Precedence – Uniform Contract Format | (OCT 1997) |
| 52.215-10 | Price Reduction for Defective Cost or Pricing Data | (OCT 1997) |
| 52.215-12 | Subcontractor Cost or Pricing Data | (OCT 1997) |
| 52.215-14 | Integrity of Unit Prices | (OCT 1997) |
| 52.215-19 | Notification of Ownership Change | (OCT 1997) |
| 52.217-2 | Cancellation Under Multi-year Contracts | (OCT 1997) |
| 52.222-1 | Notice to the Government of Labor Disputes | (FEB 1997) |
| 52.222-3 | Convict Labor | (AUG 1996) |
| 52.222-4 | Contract Work Hours and Safety Standards Act – Overtime Compensation | (SEP 2000) |
| 52.222-20 | Walsh-Healey Public Contracts Act | (DEC 1996) |
| 52.222-21 | Prohibition of Segregated Facilities | (FEB 1999) |
| 52.222-26 | Equal Opportunity | (APR 2002) |
| 52.222-35 | Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | (DEC 2001) |
| 52.222-36 | Affirmative Action for Workers with Disabilities | (JUN 1998) |
| 52.222-37 | Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | (DEC 2001) |
| 52.223-14 | Toxic Chemical Release Reporting | (OCT 2000) |
| 52.225-1 | Buy American Act – Supplies | (MAY 2002) |
| 52.225-13 | Restrictions on Certain Foreign Purchases | (JUL 2000) |
| 52.227-1 | Authorization and Consent | (JUL 1995) |
| 52.227-2 | Notice and Assistance Regarding Patent and Copyright Infringement | (AUG 1996) |

| Clause No. | Clause Title | Clause Date |
|------------|--|-------------|
| 52.227-3 | Patent Indemnity | (APR 1984) |
| 52.227-14 | Rights in Data - General | (JUN 1987) |
| 52.227-16 | Additional Data Requirements | (JUN 1987) |
| 52.227-18 | Rights in Data – Existing Works | (JUN 1987) |
| 52.227-19 | Commercial Computer Software – Restricted Rights | (JUN 1987) |
| 52.229-3 | Federal, State, and Local Taxes | (JAN 1991) |
| 52.229-5 | Taxes – Contracts Performed in U.S. Possessions or Puerto Rico | (APR 1984) |
| 52.229-6 | Taxes – Foreign Fixed-Price Contracts | (JAN 1991) |
| 52.232-1 | Payments | (APR 1984) |
| 52.232-8 | Discounts for Prompt Payments | (FEB 2002) |
| 52.232-11 | Extras | (APR 1984) |
| 52.232-17 | Interest | (JUN 1996) |
| 52.232-23 | Assignment of Claims | (JAN 1986) |
| 52.232-24 | Prohibition of Assignment of Claims | (JAN 1986) |
| 52.232-34 | Payment by Electronic Funds Transfer – Other Than Central Contractor Registration | (MAY 1999) |
| 52.233-1 | Disputes | (JUL 2002) |
| 52.233-3 | Protest After Award | (AUG 1996) |
| 52.239-1 | Privacy or Security Safeguards | (AUG 1996) |
| 52.242-13 | Bankruptcy | (JUL 1995) |
| 52.243-1 | Changes – Fixed-Price | (AUG 1987) |
| 52.244-2 | Subcontracts | (AUG 1998) |
| 52.246-20 | Warranty of Services | (MAY 2001) |
| 52.247-21 | Contractor Liability for Personal Injury and/or Property Damage | (APR 1984) |
| 52.247-39 | F.o.b. Inland Point, Country of Importation | (APR 1984) |
| 52.248-1 | Value Engineering | (FEB 2000) |
| 52.249-2 | Termination for Convenience of the Government (Fixed-Price) | (SEP 1996) |
| 52.249-8 | Default (Fixed-Price Supply and Service) | (APR 1984) |
| 52.252-2 | Clauses Incorporated by Reference | (FEB 1998) |
| 52.252-6 | Authorized Deviations in Clauses | (APR 1984) |
| 52.253-1 | Computer Generated Forms | (JAN 1991) |

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

The Materials Management Acquisition Regulation (MMAR) can found on the GPO website at:
<https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/mmar.pdf>.

LIST OF ATTACHMENTS:

Attachment 1: Record Layout for Invoicing File

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

“SOLICITATION” MEANS “REQUEST FOR PROPOSAL” IN NEGOTIATION.

“OFFER” MEANS “PROPOSAL” IN NEGOTIATION.

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

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

K.1 MMAR CLAUSE 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985):

(a) The offeror certifies that—

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –
 - (i) Those prices;
 - (ii) The intention to submit an offer;, or
 - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

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

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

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) 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.

(3) 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.

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

(a) *Definitions.*

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

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

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

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

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

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

(e) *Type of organization.*

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

(f) *Common parent.*

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

Name _____

TIN _____

K.3 MMAR CLAUSE 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999):

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

DUNS Number: _____

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

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

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

K.4 MMAR CLAUSE 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001):

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

- (i) The Offeror and/or any of its Principals –

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

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

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

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

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

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

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

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

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

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

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

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$10.00 per carton per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default – Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

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

K.6 MMAR CLAUSE 52.215-7 ANNUAL REPRESENTATIONS AND CERTIFICATIONS – NEGOTIATION (OCT 1997):

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

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

[] (b) Enclosed its annual representations and certifications.

K.7 MMAR CLAUSE 52.216-22 INDEFINITE QUANTITY (OCT 1995):

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after five (5) workdays from January 31st of the base year or any option year (if exercised).

K.8 MMAR CLAUSE 52.219-2 EQUAL LOW BIDS (OCT 1995):

(a) This provision applies to small business concerns only.

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

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

K.9 MMAR CLAUSE 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999):

The Offeror represents that:

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

K.10 MMAR CLAUSE 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984):

The Offeror represents that-

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

K.11 MMAR CLAUSE 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000):

- (a) Submission of this certification is a prerequisite for making or entering into this contract.
- (b) By signing this offer, the Offeror certifies that –

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

- (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- (ii) The facility does not have 10 or more full time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

- [] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- [] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.12 MMAR CLAUSE 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999):

- (a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in MMAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the MMAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
- (b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data—General, the Offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the Offeror's response is not determinative of the status of such data should a contract be awarded to the Offeror.
- (c) The Offeror has reviewed the requirements for the delivery of data or software and states *[Offeror check appropriate block]*—
 - None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.
 - Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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

K.13 AUTHORIZED NEGOTIATORS:

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

Name Title

Location Phone

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

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

K.14 CERTIFICATION:

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

SIGNATURE: _____

TITLE: _____

DATE: _____

SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO CONTRACTORS

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/mmar.pdf>.

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

| Clause No. | Clause Title | Clause Date |
|------------|--|-------------|
| 52.214-7 | Late Submissions, Modifications, and Withdrawals of Bids | (NOV 1999) |
| 52.214-34 | Submission of Offers in the English Language | (APR 1991) |
| 52.214-35 | Submission of Offers in U.S. Currency | (APR 1991) |
| 52.215-1 | Instructions to Offerors – Competitive Acquisition | (MAY 2001) |
| 52.222-24 | Preaward On-Site Equal Opportunity Compliance Evaluation | (FEB 1999) |
| 52.222-38 | Compliance with Veterans' Employment Reporting Requirements | (DEC 2001) |
| 52.232-38 | Submission of Electronic Funds Transfer Information with Offer | (MAY 1999) |

L.2 MMAR CLAUSE 52.216-1 TYPE OF CONTRACT (APR 1984):

The GPO contemplates award of a Firm Fixed Price with price escalation Indefinite Quantity Contract (MMAR Clause 52.216-22 (OCT 1995)) resulting from this solicitation.

L.3 MMAR CLAUSE 52.233-2 SERVICE OF PROTEST (AUG 1996):

- a) Protests, as defined in section 33.101 of the Materials Management Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accounting Office (GAO), shall be served on the Contracting Officer for Program 935-S. Protests must be submitted via email at apsacs@gpo.gov.
- b) The copy of any protest shall be received in the office designated above within one workday of filing a protest with the GAO.

L.4 EXPENSES RELATED TO OFFEROR SUBMISSIONS:

The GPO will not reimburse any offeror for any costs incurred in the submission of a proposal; or in making necessary studies or designs for the preparations of such proposals; or for services or supplies procured in preparing such proposals; or for other expenses required by the offeror to qualify for award.

L.5 GENERAL:

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

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

L.6 SUBMISSION OF PROPOSALS:

Proposals must be submitted via email to bids@gpo.gov (as specified on page 1). Proposal package must be submitted in accordance with Section L.8.b.

Proposals received after the time and date specified on page 1 of this RFP shall be considered late proposals and are subject to the MMAR Clause 52.214-7, entitled "Late Submissions, Modifications, and Withdrawals of Bids." If a proposal is received late and is not eligible for consideration, then the Government will reject that proposal without evaluation.

Below are the requirements for RFP submission:

- a) A "SOLICITATION, OFFER, AND AWARD" form (see page 1 of RFP), completed and signed by the offeror, constitutes the offeror's acceptance of the terms and conditions of the proposed contract. Therefore, a representative of the offeror's authorized to commit the offeror to contractual obligations must execute the form.
- b) Offerors submitting restrictive data will mark it as follows in accordance with the MMAR Clause 52.215-1, entitled "Instructions to Offerors-Competitive Acquisition," which is incorporated by reference. Clause 52.215-1(e) states: "Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall –

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

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

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

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

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

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

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

L.7 ADDITIONAL EMAILED PROPOSAL SUBMISSION PROVISIONS:

The Government will not be responsible for any failure attributable to the transmission or receipt of the emailed proposal including, but not limited to, the following:

- 1) Illegibility of proposal.
- 2) Emails over 75 MB may not be received by GPO due to size limitations for receiving emails.
- 3) The offeror's email provider may have different size limitations for sending email; however, offerors are advised not to exceed GPO's stated limit.
- 4) When the email proposal is received by GPO, it will remain unopened until the specified opening time. Government personnel will not validate receipt of the emailed proposal prior to the opening date. GPO will use the prevailing time (specified as the local time zone) and the exact time that the email is received by GPO's email server as the official time stamp for proposal receipt at the specified location.

L.8 PROPOSAL PRESENTATION AND FORMAT:

- a) The following instructions shall be adhered to in preparing the contractor's technical proposal in response to all requirements. Failure of a proposal to show compliance with these instructions may be grounds for exclusion of the proposal from further consideration. Proposals shall be typewritten and shall be legible.
 - 1) Proposals shall be prepared as PDF files as if they were printed on 8-1/2 x 11" sheets of paper with the exception of charts and graphs. Legible charts and graphs may be used where practical to depict organizations, implementation schedules, technical data, etc. Such charts and graphs shall be uncluttered to preserve clarity; may be saved in the PDF files as fold-out pages as if they were printed on sheets up to 11 x 17" to be used for data (e.g., charts, diagrams) that cannot be reasonably presented on a regular size page (8-1/2 x 11"); and, will be counted as two (2) pages. The maximum number of pages allowed is 120 pages, excluding contractor facilities and equipment list, customer references, and price proposal.
 - 2) The type size for all the proposal documentation (to include tables, prices, etc., but not technical literature) shall be no smaller than 12 point.
 - 3) Each page shall contain a left-justified header listing the volume, chapter, and section numbers, as appropriate. The appropriate title (volume, chapter, or section) shall be included in the header and may be abbreviated if it does not conveniently fit at the top of the page.

- b) Proposals in response to this Request for Proposal shall be submitted in the following two (2) separate and distinct parts:
- 1) One (1) PDF file of the “Technical Proposal” shall be submitted in accordance with the guidelines set forth in paragraph L.9.
 - 2) One (1) PDF file of the “Price Proposal” shall be submitted in accordance with the guidelines set forth in paragraph L.10.

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

L.9 TECHNICAL PROPOSAL: Offerors shall address each of the following areas in a separate and distinct section of their proposal:

- a) Executive Summary: The offeror shall provide a brief statement of the salient features of the proposal, including conclusions and recommendations.
- b) Functional Requirements: The offeror shall clearly and completely address each and every requirement in Sections C, D, E, and F. The offeror’s discussions of requirements and proposed solutions shall be consistent with the structure of Sections C, D, E, and F. A table of contents shall be developed. The offeror shall restate each requirement and clearly describe and discuss the proposed solution. Mere acknowledgement of a “requirement” or a discussion limited to statements such as “recognized commercial methods will be used” or “standard procedure will be followed” are unacceptable and may be grounds for exclusion of the proposal from further consideration. Any reference to supporting documentation shall clearly identify the locations(s) within that documentation where clear substantiating information is to be found. The methods proposed for all production shall be described in detail. Any software proposed for use at any Government site shall be described with respect to its origin and function.
- c) Quality Control Plan: Offerors must provide a quality control plan explaining the methods used to assure adequate product quality and timely completion of products, as listed in Sections C, D, E, and F, and resolution of complaints.
- d) Experience and References: Offerors shall list and describe similar programs that are complete or in production. Projects under development may not be cited. The offeror shall elaborate on corporate or Government experience in such areas as online ordering and fulfillment. Offerors shall also explain the relevancy of these past projects cited in relation to the requirements of RFP 935-S.
 - 1) List all comparable programs developed and points of contact including name and telephone number. State current status of product or services provided in reference. Customers cited may be contacted to determine offeror’s performance and to verify the accuracy of the information presented. If the accuracy cannot be verified, the experience will not be considered.
 - 2) The GPO will use data obtained from each customer and may use data obtained from other sources.
 - 3) Upon request, at the Government’s option, offerors are to provide Government contracts and customers for which the offeror’s company has provided services. The examples must include details on what services were rendered, provide the agency the services were for, including name, address, and contact information.

- 4) Upon request, at the Government’s option, offerors shall send their listed private sector references a letter authorizing the reference to provide past performance information to the GPO. The letter shall be worded to the following effect:

Dear “Client’s Name”:

We are currently responding to the RFP 935-S for the procurement of supplying paper to Federal agencies via an online paper store as procured by the Government Publishing Office. The GPO is requiring that clients of entities responding to their solicitations be identified and is requesting the client’s participation in the evaluation process. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries.

We have identified Mr./Ms. _____ of your organization as the point of contact based on their knowledge concerning our work. Your cooperation is appreciated.

Any questions may be directed to: _____

Sincerely,

- f) All representations and certifications required (see Section K).

L.10 PRICE PROPOSAL:

The offeror’s price proposal must be submitted using the CLIN pricing format provided in Section B and include pricing for all products. If an item is to be at no charge to the Government, it must be reflected in the proposal (see B.2). The RFP proposal should include the offeror’s trade discount terms.

L.11 INQUIRIES:

All questions must be submitted no later than 10:00 a.m., Eastern Time (ET), on October 4, 2024.

The questions must be submitted in writing to Joseph Harrington via email at jharrington@gpo.gov.

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

L.12 AWARD WITHOUT DISCUSSION:

As prescribed by MMAR Clause 52.215-1(f)(4), the Government intends to evaluate proposals and to award a contract without discussion with offerors (except clarifications as described in MMAR Clause 15.306(a)). Therefore, the offeror’s initial proposal should contain the offeror’s best terms from a cost or price and technical standpoint.

L.13 MINIMUM ACCEPTANCE PERIOD:

Offerors must allow for a minimum of 60 calendar days in the “OFFER” portion of the award document entitled “SOLICITATION, OFFER, AND AWARD,” (see page 1 of this RFP) for acceptance by the Government.

L.14 RESPONSIBILITY:

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

L.15 PREAWARD SURVEY:

In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct an on-site preaward survey at the contractor's/subcontractors' facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract. As part of the financial determination, the contractor in line for award may be required to provide one or more of the following financial documents:

- 1) Most recent profit and loss statement
- 2) Most recent balance sheet(s)
- 3) Statement of cash flows
- 4) Current official bank statement
- 5) Current lines of credit (with amounts available)
- 6) Paper letters of commitment (as required in paragraph E.5)
- 7) Letter of commitment from any subcontractor (see G.6 for more information)

The documents will be reviewed to validate that adequate financial resources are available to perform the contract requirements. Documents submitted will be kept confidential and used only for the determination of responsibility by the Government. Failure to provide the requested information in the time specified by the Government may result in the Contracting Officer not having adequate information to reach an affirmative determination of responsibility.

SECTION M: EVALUATION CRITERIA AND AWARD PROCESS

M.1 GENERAL:

Award will be made to the lowest price, technically acceptable offeror. Award may be made without discussions; therefore, offerors should propose their most favorable terms and conditions and most favorable price.

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

The Government hereby notifies offerors that taking exception to any term or condition of this solicitation (including submitting any alternate proposal that requires relaxation of a requirement) could make an offer unacceptable. Unless this solicitation expressly authorizes an exception with regard to that specific term or condition, the Government will consider any exception to *any* term or condition of this solicitation that is not expressly authorized by this solicitation to be not technically acceptable.

M.2 PROPOSAL EVALUATION:

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

A Source Selection Evaluation Board (SSEB) consisting of professional Federal personnel will be convened to review and evaluate the lowest price proposal. Evaluation will be based on the offeror’s responses to both the technical evaluation criteria and pricing requirements stated in this RFP.

M.3 TECHNICAL EVALUATION CRITERIA:

The Government will evaluate the lowest priced offeror’s demonstrated understanding of the requirements of the Statement of Work and the capability to accomplish the effort. The Government will also evaluate the offeror’s demonstrated ability to meet the requirements of this RFP using the following checklist.

| CRITERIA | RFP SECTION | YES/NO |
|---|------------------|--------|
| ON-LINE ORDERING SYSTEM: <i>Did the proposal provide documentation/details that demonstrate the offeror’s ability to provide the following?</i> | | |
| Develop/host/maintain a website with a secure online ordering system | C.3 a); C.7.1 a) | |
| A website that employs TLS (version 1.3) for encryption | C.7.1 a) 1) | |
| A website’s TLS certificate that works with the specified web browsers | C.7.1 a) 2) | |
| A website that sets up passwords that meet the criteria in the RFP | C.7.1 a) 4) | |
| A website that accepts/processes customer registrations/applications, providing a temporary password, within the time specified in the RFP | C.7.1 b) | |
| A website that allows customers to include unique information to tag orders for internal tracking | C.7.2 b) | |

| CRITERIA | RFP SECTION | YES/NO |
|---|---------------------------------|--------|
| PAPER: <i>Did the proposal provide documentation/details that demonstrate the offeror's ability to provide the following?</i> | | |
| Paper stocks, as specified, in the specified trim sizes | C.5 | |
| Paper stocks listed in the quantities estimated | C.4; M.8 | |
| CUSTOMER SERVICE: <i>Did the proposal provide documentation/details that demonstrate the offeror's ability to provide the following?</i> | | |
| A commercial phone number or email for customer assistance (to include adequate staffing and voicemail capability) | C.8 b); C.8. c) | |
| Training as needed to GPO personnel and customer personnel using various methods | C.9 | |
| DISTRIBUTION AND SCHEDULE: <i>Did the proposal provide documentation/details that demonstrate the offeror's ability to provide the following?</i> | | |
| A network of distribution outlets in order to meet the delivery and schedule requirements | C.8; F.1; F.2 | |
| To meet the schedule for CONUS deliveries | F.1 | |
| BILLING REQUIREMENTS: <i>Did the proposal provide documentation/details that demonstrate the offeror's ability to provide the following?</i> | | |
| A website that accepts credit card for payment (at the customer's option)? | C.7.1 b); C.7.1 c); C.10 c); | |
| A website that allows for credit card as point of sale as well as utilizing GPO's billing account system through the customer's BAC? | C.10 d) | |
| A website that meets and is certified for PCI DSS, encrypting all credit card information using FIPS/AES encryption compliant methods? | C.7.1 c) 1) – 4) | |
| PREAWARD DETERMINATION/PROPOSAL SUBMISSION: | | |
| Was the technical proposal submitted in accordance with Sections L.6, L.7, and L.9? | L.6; L.8; L.9 | |
| Was the price proposal submitted in accordance with Sections L.6, L.7, and L.10? | L.6; L.8; L.10 | |
| Has the offeror provided a separate letter of commitment for each paper manufacture and/or paper supplier to be used? | E.5; L.15 | |

M.4 PRICE EVALUATION CRITERIA:

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

Additional products will not be considered to determine the lowest price offer (MMAR Clause 15.404-1).

The Government will determine the lowest price by applying the prices submitted in Section B.2 to the following units of production (specified in M.8) which are the estimated annual volumes to produce the items listed in Section B.2. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period of time.

M.5 AWARD CRITERIA:

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

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

M.6 AWARD OF CONTRACT:

A contract will be awarded, pending availability of funds, (see MMAR Clause 52.232-18) to the successful offeror following evaluation. The award document will be the “SOLICITATION, OFFER, AND AWARD” form (see page 1 of this RFP). This form will be executed by the Contracting Officer on behalf of the Government.

M.7 UNBALANCED OFFER:

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

M.8 ESTIMATED VOLUMES:

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

The estimates specified below are based on historical data.

I. PAPER PER CARTON:

| | PER CARTON | | | |
|---------------|----------------------------------|-----------------------------------|------------------------------------|--------------------------------------|
| | 1 to 10 <u>Cartons</u> (1) | 11 to 39 <u>Cartons</u> (2) | 40 to 119 <u>Cartons</u> (3) | 120 or More <u>Cartons</u> (4) |
| CLIN 001..... | 14 | 466 | 1,403 | 2,018 |
| CLIN 002..... | 79 | 595 | 2,131 | 6,932 |
| CLIN 003..... | 69 | 22 | 40 | 120 |
| CLIN 004..... | 46 | 31 | 168 | 120 |
| CLIN 005..... | 607 | 1,107 | 4,828 | 13,694 |

ATTACHMENT 1
Record Layout for Invoicing File

| ITEM NO. | DATA ELEMENT NAME | PICTURE | REMARKS |
|-----------------|---------------------------|----------------|--|
| 1 | Jacket Number | character 6 | value TBD, assigned by GPO, same for all records (changes with fiscal year) |
| 2 | Agency Requisition Number | character 18 | value assigned by participating agency component at start of FY; will change every FY; if new one is not supplied at start of FY, account must be closed; needs to be part of identifying info in the account record |
| 3 | Billing Address Code | character 6 | value assigned by GPO to identify participating agency component; main identifier in the account record |
| 4 | Fiscal Year | character 2 | last 2 digits of U.S. Gov't fiscal year that corresponds to the FY of the requisition number associated with the OPS account |
| 5 | sign of Billing Amount | character 1 | blank ; or "-" if negative |
| 6 | Billing Amount | character 31 | dollars and cents, explicit decimal, no dollar sign |
| 7 | Customer Account ID | character 30 | OPS customer account number that distinguishes the user when the same BAC is used |
| 8 | Invoice Date | character 8 | date when customer received the work from the OPS contractor, in format "yyyymmdd" |
| 9 | Invoice Number | character 30 | identifies a specific print job done by the OPS contractor |
| 10 | Agency Job Reference | character 30 | anything the customer asks the OPS contractor to store for identifying the job: publication title, purchase order, request number, etc. |
| 11 | GPO Payment Number | character 14 | number to be associated with GPO's EFT payment to OPS, in format GPO010mmdyyy |
| 12 | Payment Method Flag | character 1 | "C" = credit card; "I" = IPAC; "D" = deposit account |
| 13 | Line of Accounting | Character 240 | anything the customer asks the OPS contractor to store for assisting their finance office to properly apply this billing to their internal budget line item. |
| 14 | <i>primary key</i> | numeric 6 | |
| 15 | datestamp | | |