

**RECYCLED NEWSPRINT INVITATION FOR BID  
UNITED STATES GOVERNMENT PRINTING OFFICE  
PAPER PROCUREMENT SECTION  
WASHINGTON, DC 20401  
MARCH 3, 2003**

**INVITATION FOR BID FOR FURNISHING RECYCLED NEWSPRINT FOR THE PERIOD  
BEGINNING JUNE 1, 2003**

**BID OPENING 10 A.M. PREVAILING WASHINGTON, DC TIME, APRIL 2, 2003**

**SPECIAL ATTENTION IS CALLED TO THE FOLLOWING ASPECTS OF THIS PROPOSAL:**

1. This contract consists of a base period of three years and two 1-year option periods. The base period is June 1, 2003, through May 31, 2006. The first option period is June 1, 2006, through May 31, 2007, and the second option period is June 1, 2007, through May 31, 2008.
2. Bids are solicited for supplying 45 g/m<sup>2</sup> (28-pound) recycled newsprint paper in compliance with JCP A10 specifications, dated February 1, 1999. See pages 7-9 for the specifications.
3. Total estimated quantity for the first year is 5,200,000 pounds. Quantities specified are estimated. actual requirements may be more or less than those indicated. See page 4 for the estimated quantities and sizes.
4. All newsprint paper delivered to the GPO Warehouse in Washington, DC must be shipped via Railcars F.O.B. destination. Paper delivered to the Laurel Warehouse must be shipped via trucks. (See Delivery, page 11).
5. Bidders must certify that their mill has produced for commercial consumption, utilizing the offset process, approximately 5 million pounds of 28-pound newsprint during the past 12 months.
6. Paper procured under this contract must contain a minimum of 40 percent postconsumer fiber, in accordance with the EPA definitions in the Government Paper Specification Standards, No. 11, Part 2. This solicitation incorporates the Paper Products Recovered Materials Advisory Notice (PAPER RMAN) dated June 8, 1998 (63 FR 31217) under authority of Sections 2002(a) and 6002 of the Solid Waste Disposal Act, as amended, 42 U.S.C. 6912(a) and 6962, and Executive Order 13101 "Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition", dated September 14, 1998.
7. Sample requirement: Submission of manufacturing and test data to GPO shall be made electronically, via e-mail, at the time QC samples are furnished. QC samples shall be provided for each manufacturing run and all purchase orders numbers clearly marked, and received by GPO no later than 10 calendar days after shipment.
8. All conditions and stipulations of the Government Paper Specification Standards, No. 11; Paper Procurement Section Contract Terms and Conditions, and Paper and Envelopes Invitation for Bid dated January 31, 2003 in so far as they do not conflict with the requirements of this proposal, are made a part of this invitation for bid and any contract awarded.

9. Each bidder must submit a separate mill letter at or before the time set for opening of bids containing the complete names and mailing addresses, including zip codes, of the manufacturer of the paper, proposed by the bidder. No changes shall be made in the name or location of the manufacturer without prior approval by the U.S. Government Printing Office.
10. In order to be considered for award, each bidder must complete and return the following documents: schedule of estimated requirements (bid prices), page 4; bid and acceptance form, page 17; and bid bond, pages 19-20.
11. No bid will be considered which is unaccompanied by a bid bond, with surety, or certified check in the amount of \$5,000 guaranteeing that the bidder, if its bid is accepted, shall execute a bond for the faithful performance thereof with good and sufficient sureties. Checks submitted in lieu of bid bond will be returned to the unsuccessful bidder (s) after award of contract.
12. GPO reserves the right to require the two apparent low bidders to furnish, prior to award of contract, 40,000 pounds of preproduction sample of the newsprint paper they propose to furnish. (See page 11). See waiver clause below.
13. Waiver clause - The requirement for furnishing preproduction samples for recycled newsprint paper may be waived to a bidder, if the bidder states in his bid that the newsprint that their manufacturer is offering to furnish is the same as a product that they have supplied on a previous GPO purchase order, awarded within six years of the bid opening date of this IFB. The contractor must provide the purchase order number and date of the order in the space below, along with samples with the bid. The contracting officer must determine that such product was found to comply with the specifications in every respect with those in the IFB.

**Purchase Order Number** \_\_\_\_\_

**Purchase Order Date** \_\_\_\_\_

14. Retesting and Resampling - The contractor shall be subject to a \$250.00 charge for providing incomplete QC test data (See Page 16), or for each retesting because of the wrong samples had been inadvertently sent.
15. **Important Notice to Bidders**: The contractor is urged to call the Contracting Officer (202) 512-2022 to make an appointment to inspect the **Hantscho Double Unit Presses** used to run the newsprint paper and to investigate all conditions pertinent to this solicitation. The contractor acknowledges that they have investigated and are satisfied as to the conditions affecting the work. Failure to do so will not constitute the basis of a claim for relief from contractual obligations after bids have been opened and the contract awarded. The Government assumes no responsibility for any conclusions or interpretations made by the contractor on the basis of information made available by the Government. For information pertaining to this advertisement, or to make arrangements for inspection of site/presses, call the Chief, Paper Procurement Section, (202) 512-2022.

## NOTICE TO BIDDERS

Each bidder, when entering his price in the Proposal, must state alongside his price entry the percentage of postconsumer fiber the product he proposes to furnish will contain. **BIDS WHICH DO NOT STATE THE PERCENTAGE OF POSTCONSUMER FIBER CONTENT ALONG WITH THE BID PRICE WILL BE CONSIDERED NONRESPONSIVE.** Each bidder, by signing his bid, certifies to the percentage of postconsumer fiber content in accordance with the Environmental Protection Agency's (EPA) Paper Products Recovered Materials Advisory Notice (PAPER RMAN) dated June 8, 1998, (63 FR 31217) under authority of Sections 2002(a) and 6002 of the Solid Waste Disposal Act of 1976, as amended, 42 U.S.C. 6912(a) and 6962, and Executive Order 13101, "Greening the Government Through Waste Prevention, Recycling and Federal Acquisition" dated September 14, 1998. The Government reserves the right to require proof of such certification prior to the first delivery and thereafter as may be otherwise provided for under the provisions of the contract.

The contractor shall maintain records, for purposes of Government audit, that will verify (i) the contractor's certification of the minimum postconsumer fiber content used in performance of the contract, (ii) that the paper is in compliance with the specification requirements, and (iii) the paper is manufactured in accordance with the above table. The contractor, if not the manufacturer, shall obtain this information from the manufacturer. The contractor shall maintain and make these documents available to the Government, upon request, for 1 year after the expiration of the contract.

### **REGULATIONS GOVERNING PROCUREMENT**

The U.S. Government Printing Office (GPO) is an office in the legislative branch of the United States Government. Accordingly, the Federal Acquisition Regulation is inapplicable to this and all GPO procurement. However, the text of certain provisions of the Federal Acquisition Regulation as contained in the Code of Federal Regulations (CFR) is referenced in this solicitation. The offeror should note that only those provisions of the Federal Acquisition Regulation, which are specifically incorporated by reference into this solicitation, are applicable.

## SCHEDULE OF ESTIMATED REQUIREMENTS

| <u>Item</u> | <u>Description</u> | <u>Size</u>   | <u>Estimated<br/>Quantity for<br/>Year 2003<br/>(Pounds)</u> | <u>Price Per<br/>Pound</u> | <u>Percentage of<br/>Postconsumer</u> |
|-------------|--------------------|---|--|----------------------------|---------------------------------------|
| 1           | Recycled Newsprint | 45 g/m <sup>2</sup> (28 pounds)<br>Width 584 mm (23 inches)<br>JCP A10, Property 132    | 240,000  | \$ _____                   | _____                                 |
| 2           | Recycled Newsprint | 45 g/m <sup>2</sup> (28 pound)<br>Width 876 mm (34-1/2 inches)<br>JCP A10, Property 141 | 160,000  | \$ _____                   | _____                                 |
| 3           | Recycled Newsprint | 45 g/m <sup>2</sup> (28 pound)<br>Width 1,168 mm (46 inches)<br>JCP A10, Property 159   | 4,800,000  | \$ _____                   | _____                                 |
| TOTALS      |                    |   | 5,200,000  |                            |                                       |

Additional tonnage possible under this contract for the first 12-month period.

|                    |           |
|--------------------|-----------|
| (25% Unilateral)   | 1,300,000 |
| (40% Bilateral)    | 2,080,000 |
| (CONTRACT MAXIMUM) | 8,580,000 |

The quantities and sizes listed above are as accurate as can be foreseen. The estimated monthly requirements shall apply for the first 12-month period; however the Government Printing Office (GPO) may, with the consent of the contractor, request alternate delivery dates or roll sizes for some part of the estimated quantities.

**CONTRACT ADMINISTRATION DATA**

Contracting Officer (CO)  
Sheree Young - (202) 512-2022 – E-Mail – syoung@gpo.gov  
U.S. Government Printing Office Materials Management Service  
Paper Procurement Section Washington, DC 20401 FAX - (202) 512-1481

Contracting Officer’s Technical Representative (COTR)  
To be announced after award.  
U.S. Government Printing Office Testing and Technical Services Division  
Quality Control and Technical Department Washington, DC 20401  
Telephone – (202) 512-0782, FAX – (202) 512-0015

The CO/COTR and their designees referenced above are the Contracting Officer's official representatives for the purpose of conducting routine day-to-day monitoring of the services performed under this contract. The COTR have the full authority to act on all matters except changes, disputes, or terminations, which remain the sole responsibility of the Contracting Officer.

**NOTE: CONTRACTOR SHALL INSERT THE FOLLOWING INFORMATION FOR PURPOSES OF CONTRACT ADMINISTRATION:**

**Company:** \_\_\_\_\_

Contact: \_\_\_\_\_

Phone No.: (\_\_\_\_) \_\_\_\_\_

E-MAIL No.: \_\_\_\_\_

**Mill Name:** \_\_\_\_\_

Technical Contact: \_\_\_\_\_

Phone No.: (\_\_\_\_) \_\_\_\_\_

FAX No.: (\_\_\_\_) \_\_\_\_\_

E-MAIL No.: (\_\_\_\_) \_\_\_\_\_

**Invoice Requirements**

Invoices shall be submitted to the following addresses:

U.S. Government Printing Office  
Comptroller – Mail Stop: FMCS  
732 North Capitol Street, NW  
Washington, DC 20401

**IMPORTANT NOTICE**

Effective January 1, 1999, payments on all GPO purchase orders will not only be made by electronic fund transfer (EFT) unless you are granted a waiver. A waiver can only be granted if you certify below in writing that you do not have an account with a financial institution or an authorized payment agent and return the certification to the Contracting Officer.

**If you need to establish EFT, contact Ms. Tina Shelton, 202-512-0864.**

**REQUEST FOR WAIVER/CONTRACTOR CERTIFICATION**

If EFT has not already been established, provide the following information:

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Bank Routing Transit #:** \_\_\_\_\_

**Taxpayer Identification:** \_\_\_\_\_

If you do not currently have a bonafide account with a financial institution, you are requested to make arrangements for such as account as in the near future, all payments from the Federal Government shall be made only by EFT.

I certify that I do not have an account with a financial institution or an authorized payments agent.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## ***Specifications for Newsprint, Property #s 13-2, 14-1, and 15-9***

### ***Newsprint Paper***

#### ***General Requirements***

Suitable for minimum quality face and back offset printing of catalogs, pamphlets, newsletters, newspapers, etc., of a non-permanent nature. Printed matter may include text, line illustrations, and 65-line screen halftones. Paper will be used in an air-conditioned pressroom maintained at 24  $\pm$ 2 °C and 45  $\pm$ 8 percent relative humidity

#### ***Specific Requirements***

Paper is like JCP A10 and as follows:

| <b><u>PROPERTY</u></b>                 | <b><u>REQUIREMENT</u></b>   | <b><u>METHOD</u></b>           |
|--|---|--------------------------------|
| Grammage                               | Average, g/m <sup>2</sup> ( $\pm$ 5%)<br>(Basis weight, 24 by 36", 500 sheets)  | 45<br>(28)<br>T-410            |
| Tensile strength,<br>Machine direction | Minimum, kN/m<br>(kg/in)  | 1.8<br>(4.5)<br>T-494          |
| Tearing strength                       | Minimum, mN<br>(grams)  | 200<br>(20)<br>T-414           |
| Opacity                                | Minimum, percent<br>(Minimum individual specimen, percent)  | 89<br>(87)<br>T-425            |
| Thickness                              | Average, mm ( $\pm$ 0.013)<br>(inch, $\pm$ 0.0005)  | 0.075<br>(0.0030)<br>T-411     |
| Caliper<br>uniformity                  | Paper shall be uniform and shall not vary more than<br>0.011 mm (0.0004 inch) from one edge to the other  | T-411/<br>Method A             |
| Brightness                             | Nominal, percent (or to be agreed-upon<br>with manufacturer)  | 53<br>T-452                    |
| Color variation                        | Maximum, DE(CIELAB, Ill D65, 10<br>degrees, spec in) between rolls  | 1.0<br>T-515/T-524<br>/TIS-804 |
| General<br>appearance                  | Finish and formation shall be uniform and the<br>surface free from objectionable foreign particles  | Method B                       |
| Sizing                                 | Paper shall be surface- and internal-sized suitable<br>for satisfactory printing on the paper on high-speed<br>heat-set web offset presses                      | Method A                       |
| Surface                                | Shall be free from lint, fuzz, or any particles, which<br>will pick, lift, fluff, or pile on the blanket under<br>normal press conditions                       | Method A                       |
| Curl                                   | Paper shall lie flat before and after printing with<br>either no tendency to curl or with a curl, which can<br>be overcome, under reasonable working conditions | Method A                       |
| Roll width and<br>diameter             | Shall be as ordered. A tolerance of $\pm$ 2 mm (1/16<br>inch) shall be allowed for width and $\pm$ 26 mm (1<br>inch) for diameter                               | Method C                       |

## ***Specifications for Newsprint, Property #s 13-2, 14-1, and 15-9***

### ***Newsprint Paper***

| <u>PROPERTY</u> | <u>REQUIREMENT</u>   | <u>METHOD</u> |
|-----------------|--|---------------|
| Roll winding    | Shall be tightly wound at even tension and shall not contain more than the specified maximum number of splices per roll. A maximum of three splices per roll shall be allowed. Splices shall be neatly and securely overlap-pasted and made with a repulpable adhesive, which will not permit the splice, to separate while separate passing through a drying oven maintained at 200°C. The adhesive may be applied from a tape form backing, provided the backing is removed, leaving only the adhesive component on the splice. The adhesive shall not cause the splice to adhere to adjacent laps. The tails of the splices shall be neatly and evenly removed without damage to adjacent laps. Splices shall be flagged at both ends with projecting colored marker, not pasted to the splice, or otherwise clearly marked | Method A      |

#### Minimum Content Requirement

Paper shall contain not less than 40 percent post consumer fiber. Any percent, over 40 percentage points, is encouraged, provided that these requirements are met

#### Packaging

See the *Packing, Wrapping, and Labeling Requirements* section of the solicitation

#### Testing and References

Testing shall be conducted in accordance with cited methods. The precision requirements of the acceptance criteria in the *Government Paper Specification Standards* shall apply. A copy of the publication is available at the internet address:

[www.access.gpo.gov/qualitycontrol/paperspecs](http://www.access.gpo.gov/qualitycontrol/paperspecs).

Test methods designated as T-XXX or TIS-XXX may be obtained from TAPPI, 15 Technology Parkway S, Norcross, GA 30092 or through the website: [www.tappi.org](http://www.tappi.org). Additional information on minimum content standards is contained in 40CFR247 or in the *Recovered Materials Advisory Notice* issued by EPA which can be reviewed on the website [www.epa.gov](http://www.epa.gov).

Method A: Assess during use of paper and the stock shall run and print satisfactorily. Report as **OK** or **Unacceptable**

Method B: Visually assess the general appearance and compared to the established standard. Report as **OK** or **Unacceptable**



## ***Specifications for Newsprint, Property #s 13-2, 14-1, and 15-9***

### ***Newsprint Paper***

Method C: Use an appropriate graded measuring implement. Report results to the nearest millimeter (1/16"). Report as **Equal** or **Not equal**

At the time of shipment of the **QC Samples** described in paragraph 61 of the *Contract Terms and Conditions*, the manufacturer shall forward electronically the detailed manufacturing QC data. The email address to which the QC data shall be sent will be provided to the successful contractor/manufacturer

### **Qualified Products**

None

### **Sample Requirement**

Use waiver clause described elsewhere in the solicitation or bidder shall submit samples of the paper (25 pieces 215 by 280-mm in size) for testing and evaluation. The sample set shall include an original signed and dated covering document with the following information: (A) Solicitation number, (B) Product identification number, if available, and typical product characteristics, and (C) Statement as to the postconsumer fiber content of the product furnished. Preproduction testing will also be required as described in the solicitation

### **Last Review**

February 1, 1999 (JCP A10)

## PACKING, WRAPPING, AND LABELING REQUIREMENTS

### ROLLS

The end of rolls shall be well protected and labels shall not be pasted on ends. Labels are to be pasted on opposite sides of each roll. The diameter of the rolls will be specified in the order. Rolls in widths, up to and including, 610 mm (24 inches), and not less than, 762 mm (30 inches) in diameter shall be wrapped in sets not to exceed 1,219 mm (48 inches) in width. Rolls less than 762 mm (30 inches) in diameter shall be single wrapped. Each roll must be identified at the core with the GPO order number, by whatever method is convenient.

### WRAPPING

All wrapping material for skids and/or rolls must be recyclable. All rolls must be wrapped in accordance with best commercial practice (**PLASTIC WRAPPING** and asphalt laminated wrappers are not acceptable). The wrapping must be sufficient to give adequate protection against damage in transit and ordinary handling.

**Rolls received in plastic wrappers and/or asphalt laminated wrappers will be rejected.**

### CORES

Nonreturnable fiber cores with metal insert or nonreturnable metal capped fiber cores will be acceptable. Such cores shall have an inside diameter of 76 mm (3 inches), a wall thickness of 17 mm (0.660 inch)  $\pm 0.5$  mm (0.015 inch), a crush resistance of 40 kN/m (225 pounds per linear inch) and a weight of approximately 3.9 kg/m (2.6 pounds per linear foot). All cores must have keyways on both ends.

### LABELS AND SHIPPING MEMORANDUMS

- a. All rolls must be distinctly and accurately marked with labels to show type of paper, quantity, color, size, substance; and gross weight only on rolls with nonreturnable cores; order, lot and property numbers; and name of contractor. All labels are to be provided by the contractor. Labels are to be pasted on opposite sides of rolls, not on the ends. **Each roll shall carry a barcode label with five identical peel-off labels. Contractor shall specify the format of the barcode, and its acceptability will be subject to acceptance by the Government.**
- b. Entries on labels shall be in uniform figures 16 mm (5/8 inch) high with the exception of the property number, which will be at least 51 mm (2 inches) high. All entries must be either printed, stenciled and/or stamped. All label markings shall be waterproof and fade-proof and shall be in accordance with instructions outlined in the foregoing, paragraph. Rolls shall be numbered in consecutive numerical order with no more than a four (4) digit number starting with "1" (one) for each purchase order.
- c. Contractors shipping memorandum blanks (GPO Form 503) will be furnished to contractor upon request. **On shipments made to destinations other than the U.S. Government Printing Office (GPO) Warehouses, Washington, DC, or Laurel, MD,** the shipping memorandum must be made in detail for each shipment on each order. The original shall be faxed by the manufacturer directly to the Chief, Paper Procurement Section, (202) 512-1481, upon completion of delivery.

## RAIL CAR LOADING

The loading of rail cars must be by the following method or equal thereto: All cars must have sound floors, roofs, ends and sides and be free from nails or other projections and shall not exceed 7 m (56 feet) in length between pulling faces of the couplers. Refrigerator cars are not acceptable. All cars shall be so loaded as to afford maximum protection for paper in the doorways. Mechanical brakeman plates must be fixed to the floor of the car beneath each unit, through which the steel strapping is threaded. All pressure points of the steel strapping on the skid load must be reinforced and protected with lumber. Sufficient doorway clearance must be provided to allow placing of dock plates for unloading by power lift trucks. All rolls shall be shipped on end and tiered not more than 244 cm (96 inches) in height. Car floors must be covered with at least 3 mm (1/8 inch) chipboard or equal to prevent rolls from coming in direct contact with the car floor. Equal protection must be given succeeding layers of tiered rolls.

**Delivery:** Deliver F.O.B. destination, via **RAILCAR** to the U.S. Government Printing Office Warehouses - Washington, DC, and trucks to Laurel, Maryland, as specified elsewhere in this solicitation. If delivery is directed to any other destination, the Contractor may bill for any resulting increase in cost. For the period June 1, 2003, through May 31, 2004, the contractor will be required to deliver each roll size of Newsprint as specified below to the Government Printing Office Warehouses, Washington, DC or Laurel, Maryland, prior to the **15th** day of each month as follows:

|            |             |         |  |
|------------|-------------|---------|--|
| Item No. 1 | (Prop. 132) | 160,000 | (40,000 lbs, the 15 <sup>th</sup> of August, November, February, May)  |
| Item No. 2 | (Prop. 141) | 160,000 | (40,000 lbs, the 15 <sup>th</sup> of July, September, December, March) |
| Item No. 3 | (Prop. 159) | 400,000 | (400,000 lbs, the 15 <sup>th</sup> of every month)                     |

**Quantity Ordered:** The Contractor must furnish the quantity, which will be ordered, whether more or less than is named in the schedule; but orders may be placed with the Contractor for any amount, not to exceed 25 percent over the yearly quantity awarded any one contractor, except where the bidder specifies the maximum amount to be furnished. An additional 40 percent of the estimated quantity for each calendar year may be ordered by the Government, with the consent of the Contractor(s). Additional tonnage ordered in each year, under this provision, will be based upon individual annual estimates provided for each yearly increment at the time the annual contract option is renewed.

**Quantity to be Delivered:** Over deliveries and under deliveries shall not exceed the tolerance specified in Quantity Delivered, of the PAPER PROCUREMENT SECTION, CONTRACT TERMS AND CONDITIONS (T&C) Paragraph 61, Sampling and Testing of Deliveries.

**Preproduction Sample Approval Prior to Award:** The Government Printing Office reserves the right to require the first two apparent low bidders to furnish, prior to award of contract, and within 15 calendar days after request thereof, a 40,000-pound preproduction sample of the newsprint paper they propose to furnish. The GPO will pay the bid price per pound for this sample. The preproduction sample shall be properly identified with purchase order number and marked: Newsprint Preproduction Sample, and shall comply strictly with the specifications. No substitutions or deviation from the material or specifications will be allowed. The GPO, at its option, may waive the preproduction testing.

- (a) The preproduction sample shall be delivered F.O.B. Destination, U.S. Government Printing Office, Warehouse No. 4, 735 North Capitol Street, NE, Washington, DC 20401. The shipping documentation shall contain all pertinent information and shall be marked: "Preproduction Sample for Newsprint". Call Mr. Oswald Butler on (202) 512-0808 prior to delivery.
- (b) Within 15 calendar days after the Government receives the initial sample, the CO shall notify the Contractor, in writing, of the results.

## **INSPECTION, TESTING, ACCEPTANCE OR REJECTION**

### **MILL INSPECTION**

The contracting officer may at any time cause inspection to be made of the manufacture of the Newsprint paper, in such manner as either may desire. The contractor shall maintain records, for purposes of Government audit, that will verify (i) the contractor's certification of the minimum recovered materials including cotton/linen and/or postconsumer fiber used in the performance of the contract, (ii) that the paper and paper products are in compliance with the specification requirements and, (iii) the paper and paper products are manufactured in accordance with the minimum content standard stated in the solicitation, whether the materials are manufactured by the contractor or another manufacturer. The contractor, if not the manufacturer, shall obtain this information from the manufacturer. The contractor shall maintain and make these documents available to the Government, upon request, for one year after the expiration of the contract.

### **TESTING STANDARDS**

All supplies shall be subject to inspection and test by the Government to the extent practicable and at all times and places including the period of manufacture, and in any event, prior to acceptance. Testing standards used in measuring the characteristics of paper are found in the Government Paper Specification Standards, No. 11, Part 2.

- a. **CONTRACTOR INSPECTION RESPONSIBILITY** - The contractor's manufacturer shall provide and maintain an inspection system that is acceptable to the Government covering the lots to be delivered hereunder. The inspection system required to be maintained by the contractor's manufacturer may be at the contractor's own facilities or any other inspection facilities or services acceptable to the Government. It shall be utilized to perform all inspection and tests of materials and components prior to incorporation into end articles and for such end articles prior to offering them for delivery under the contract. The contractor's manufacturer is responsible for controlling product quality and for offering to the Government for acceptance only items that conform to contract requirements. Copies of all the inspection records and test results shall be furnished with the outturn samples. The right is reserved by the Government to evaluate the acceptability and effectiveness of the contractor's manufacturer inspection system prior to award and periodically during the contract period.
- b. In no event shall the Government's right to inspect and test completely any or all lots offered for delivery or delivered under the contract be waived. Failure of the contractor's manufacturer to maintain an acceptable inspection system may result in termination of the contract.

### **SAMPLING AND TESTING OF DELIVERIES**

Submission of samples on this contract applies to ALL orders shipped to the GPO warehouses in the Washington, DC metropolitan area and direct shipment orders. Detailed test data from the paper manufacturer and inspection test data must accompany the samples signed by QA/QC personnel NOT the contractor. Testing of samples at a facility other than the manufacturers must be approved by the contracting officer.

Send samples marked "QC Samples" to: Chief, Testing & Technical Services Division  
Stop QC, Room B502  
U.S. Government Printing Office  
Washington, DC 20401

QC SAMPLES - Submission of manufacturing and test data to GPO shall be made electronically, E-mail only, at the time QC Samples are furnished. QC Samples shall be provided for each manufacturing run and received by GPO no later than 10 calendar days after shipment. For each manufacturing run, the manufacturer shall submit to the GPO, 3 sets of outturn samples consisting of not less than 25 pieces in each set, 216 by 279 mm (8-1/2 by 11 inches) or equivalent in size for paper. The outturn samples (not less than 75 pieces total for paper) shall be marked and represent the beginning, middle, and end of each mill or manufacturing run. (A mill or manufacturing run is defined as the continuous production of an item using the same lot of raw materials and equipment.) Sampling shall be conducted in accordance with the current edition of TAPPI T-400, Sampling and accepting a single lot of paper, paperboard, containerboard, or related product. A covering document shall be prepared to accompany the samples giving (a) the GPO order number, (b) the paper mill (or manufacturing), run number, (c) the rail car or truck number(s) used to ship the paper to GPO, (d) the date of shipment, (e) the description of the paper, and the GPO lot number, (f) a statement certifying that the sampling was conducted in accordance with TAPPI T-400, (g) the postconsumer fiber content of the manufacturing run, and (h) the test data obtained at regular intervals throughout the manufacturing run for each paper reel. The document shall be SIGNED by a company official (paper manufacturer, but NOT the contractor) responsible for sampling, quality control and quality assurance.

If the GPO must statistically sample each delivery, the contractor will be charged for this service at the rate of \$250.00 for each shipment of paper received at GPO or another designated government warehouse. Not less than 5 percent of the units in a delivery shall be sampled.

TEST DATA - Test data is defined as follows: Paper test data is the detailed test results from the manufacturing run and not test averages.

PAYMENT - Delay or failure to provide the correct samples and/or information within 10 calendar days after shipment will result in delay of payment and/or assessment of a \$250.00 service charge.

### **Evaluation Factors for Award**

1. Bidders must submit prices for the entire quantity of all items 1 through 3, on page 5.
2. Award will be made to the low, responsive, responsible bidder meeting all the terms and conditions of this solicitation.
3. Award of this contract will be made in the aggregate.
4. Bids quoting on equal monthly shipments will not be considered.
5. Prompt payment discounts, for payment within 20 days or more, will be considered in bids for award.

### **Notice of Award**

It is planned that the successful bidder will receive the Notice of Award not later than May 9, 2003.

### **Duration of Contract**

For the period beginning June 1, 2003, through May 31, 2006, and any extensions thereof (See Option Years and Option to Extend the Term of the Contract.)

## **Option Years**

The Government, at its option and upon the same terms, conditions, and limitations, (including price) specified in the contract, may renew this contract for two additional 1-year periods for similar estimated quantities. The quantities shall be no greater than 15 percent more or 15 percent less than the quantity estimated for the preceding year unless agreed to by both parties to the contract. The Government may exercise this option by giving 30 days written notice to the Contractor prior to the expiration date of the contract, or option period.

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to expiration; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years. (Plus any options, see Option to Extend the Term of the Contract)

**Option to Extend the Term of the Contract:** The Government, at its option and upon the same terms, conditions, and limitations (including price) specified in the contract, may extend this contract for a period of 30 days by giving written notice to the contractor 30 days prior to expiration of the contract. This option shall not exceed 3 months. (This option is also available for the Option Years of the contract, if exercised).

**Option to Cancel:** The Government, at its option and without cost, may cancel part of this contract by giving 30 days written notice to the contractor. The Government's obligation to the contractor will be limited to ordering a minimum of 30 percent of the total quantity of the contract. If this option is exercised, it shall be considered a termination under the "Termination for Convenience of the Government."

## **Economic Price Adjustments for Increase/Decrease:**

(a) Effective December 1, 2003, the contractor\* may, during the term of the contract, give notarized notice, at least 45 days prior to the effective date of the price increase, stating the modified price be paid for paper delivered on or after date. (Industry increases effective prior to December 1, 2003, will not be allowed). Provided, however, that at no time during the term of the contract shall any price fixed by the contractor under the above provision deviate from the ratio to the established catalog or market prices of similar commercial items sold in substantial quantities on which award was based.

**\* The contractor shall also give notice of all industry price decreases.**

- (1) The modified contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the modified contract unit price unless the contractor's failure to deliver before such date results from causes beyond the control and without the fault or negligence of the contractor.
  - (2) The burden of substantiating the legitimacy of the modified price is with the contractor. No modification in a contract unit price shall be executed pursuant to this clause until the modification in the applicable established price has been verified by the Contracting Officer.
- (b) The following criteria shall apply in interpreting the meaning of established catalog or market prices of similar commercial items sold in substantial quantities to the general public.
- (1) An "established catalog price" is a price included in a catalog, price list, schedule, or other form acceptable to the Contracting Officer, that (A) is regularly maintained by the manufacturer or vendor, (B) is either published or otherwise available for inspection by customers, and (C) states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public.
  - (2) An "established market price" is a current price, established in the usual and ordinary course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or vendor.

- (3) A “similar commercial item”, for purposes of this clause, is newsprint of the same basis weight regardless of other technical specifications, including both supplies and services, of a class or kind which (A) is regularly used for other than Government purposes, and (B) is sold or traded in the course of conducting normal business operations.
- (4) Commercial items are “sold in substantial quantities” circumstances support a reasonable conclusion that the quantities regularly sold are sufficient to constitute a real commercial market for the supplies, within the United States of America.

**Paper "QC Sample"**  
(7/2002)

**Send samples marked "QC Samples" to:** Chief, Testing & Technical Services Division  
Stop QC, Room B502  
U.S. Government Printing Office  
Washington, DC 20401 ...

... in accordance with the current IFB. For exact requirements, see section "*INSPECTION, TESTING, ACCEPTANCE OR REJECTION*" of the current *Contract Terms and Conditions*. Note, samples are required when the value of the PO exceeds \$500. (*This form should be used ONLY as a covering document or guide for the submission of QC samples and test data.*)

**Description of Paper or Paperboard** \_\_\_\_\_

**GPO Lot Number** \_\_\_\_\_ **GPO Order Number** \_\_\_\_\_

**Date(s) of Shipment/Delivery** \_\_\_\_\_

**Truck Number(s)** \_\_\_\_\_

The following information has been included with the QC Sample set:

- Outturn samples consisting of 25 pieces each from the *beginning, middle, and end* of the manufacturing run.)
- Manufacturing or run number \_\_\_\_\_
- A statement certifying that the sampling was conducted in accordance with TAPPI T-400 or equivalent
- Test data obtained at regular intervals throughout the manufacturing run.
- Statement of the recycled (PC, recovered, etc.) fiber content for the paper or paperboard.
- Signature of the mill's official responsible for sampling, quality control and quality assurance certifying to the accuracy of the information provided with the QC Samples.

Samples were sent no later than 10 calendar days after the date of shipment except for certain designated lots of paper.

\_\_\_\_\_  
**(Signed)** **Title** **Date**



**UNITED STATES GOVERNMENT PRINTING OFFICE  
PAPER PROCUREMENT SECTION  
WASHINGTON, DC 20401  
BID AND ACCEPTANCE**

Date \_\_\_\_\_

To: Materials Management Service  
Paper Procurement Section, MMPP

United States Government Printing Office  
Washington, DC 20401

Sir/Madam:

As per your inquiry of \_\_\_\_\_, 2003, we submit bids herewith based on delivery F.O.B. destination U.S. Government Printing Office free of charge to the Government, unless otherwise specified.

**Bidders must submit a separate mill letter with the name and address of manufacture for each item.**

Bidder represents that he  is,  is not, a small business concern and that the product he/she proposes to furnish  will,  will not, be manufactured or produced by a small business concern, as defined in Code of Federal Regulation: Title 13, Part 121, as amended.

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

Bidder certifies, unless otherwise stated, that the product he will deliver will be of domestic manufacture or origin as defined in the Buy American Act, as amended.

The undersigned offers and agrees, if this bid be accepted, to furnish any or all of the items upon which prices are bid, at the price set opposite each item, in exact accordance with specifications unless exceptions are specifically notated by the lot number. This offer includes the specifications contained in the Government Paper Specification Standards (No. 11) and the Paper Procurement Section Contract Terms and Conditions for the Recycled Newsprint Paper three-year contract term beginning June 1, 2003.

**COMPANY SUBMITTING BID**

**PERSON AUTHORIZED TO BID**

|                                  |                      |
|----------------------------------|----------------------|
| Company _____                    | Name _____           |
| Address _____                    | Title _____          |
| City _____ State _____ Zip _____ | Signature _____      |
| Telephone Number _____           | Date _____           |
| Facsimile Number _____           | E-Mail Address _____ |

**ACCEPTANCE BY THE GOVERNMENT**

THE ABOVE BID APPROVED:

Approval of Chief, Paper Procurement Section

Approval of Contracting Officer.

Figured, totaled, and checked by \_\_\_\_\_

*(Sign surname only, in ink)*

Date \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_



|  |   |                    |
|--|---|--------------------|
| <b>BID BOND</b><br><i>(See instruction on reverse)</i> | DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i> | OMB NO.: 9000-0045 |
|--|---|--------------------|

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

|  |  |
|--|--|
| PRINCIPAL <i>(Legal name and business address)</i> | TYPE OF ORGANIZATION <i>("X" one)</i><br><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP<br><input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION<br>STATE OF INCORPORATION |
|--|--|

SURETY(IES) *(Name and business address)*

| PENAL SUM OF BOND                                |                      |             |            | BID IDENTIFICATION |          |                |
|--|----------------------|-------------|------------|--------------------|----------|----------------|
| PERCENT OF BID PRICE                             | AMOUNT NOT TO EXCEED |             |            |                    | BID DATE | INVITATION NO. |
|  | MILLION(S)           | THOUSAND(S) | HUNDRED(S) | CENTS              |          |                |
|  |                      |             |            |                    |          |                |
| FOR <i>(Construction, Supplies, or Services)</i> |                      |             |            |                    |          |                |

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

| PRINCIPAL                            |                                      |                           |                           |                       |                       |
|--------------------------------------|--------------------------------------|---------------------------|---------------------------|-----------------------|-----------------------|
| SIGNATURE(S)                         | 1. _____<br><i>(Seal)</i>            | 2. _____<br><i>(Seal)</i> | 3. _____<br><i>(Seal)</i> | <i>Corporate Seal</i> |                       |
| NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. _____                             | 2. _____                  | 3. _____                  |                       |                       |
| INDIVIDUAL SURETY(IES)               |                                      |                           |                           |                       |                       |
| SIGNATURE(S)                         | 1. _____<br><i>(Seal)</i>            | 2. _____<br><i>(Seal)</i> |                           |                       |                       |
| NAME(S)<br><i>(Typed)</i>            | 1. _____                             | 2. _____                  |                           |                       |                       |
| CORPORATE SURETY(IES)                |                                      |                           |                           |                       |                       |
| <b>SURETY A</b>                      | NAME & ADDRESS                       |                           | STATE OF INC.             | LIABILITY LIMIT (\$)  | <i>Corporate Seal</i> |
|                                      | SIGNATURE(S)                         | 1. _____                  | 2. _____                  |                       |                       |
|                                      | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. _____                  | 2. _____                  |                       |                       |

|                 |                                      |    |               |                      |                       |
|-----------------|--------------------------------------|----|---------------|----------------------|-----------------------|
| <b>SURETY B</b> | NAME & ADDRESS                       |    | STATE OF INC. | LIABILITY LIMIT (\$) | <i>Corporate Seal</i> |
|                 | SIGNATURE(S)                         | 1. | 2.            |                      |                       |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.            |                      |                       |
| <b>SURETY C</b> | NAME & ADDRESS                       |    | STATE OF INC. | LIABILITY LIMIT (\$) | <i>Corporate Seal</i> |
|                 | SIGNATURE(S)                         | 1. | 2.            |                      |                       |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.            |                      |                       |
| <b>SURETY D</b> | NAME & ADDRESS                       |    | STATE OF INC. | LIABILITY LIMIT (\$) | <i>Corporate Seal</i> |
|                 | SIGNATURE(S)                         | 1. | 2.            |                      |                       |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.            |                      |                       |
| <b>SURETY E</b> | NAME & ADDRESS                       |    | STATE OF INC. | LIABILITY LIMIT (\$) | <i>Corporate Seal</i> |
|                 | SIGNATURE(S)                         | 1. | 2.            |                      |                       |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.            |                      |                       |
| <b>SURETY F</b> | NAME & ADDRESS                       |    | STATE OF INC. | LIABILITY LIMIT (\$) | <i>Corporate Seal</i> |
|                 | SIGNATURE(S)                         | 1. | 2.            |                      |                       |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.            |                      |                       |
| <b>SURETY G</b> | NAME & ADDRESS                       |    | STATE OF INC. | LIABILITY LIMIT (\$) | <i>Corporate Seal</i> |
|                 | SIGNATURE(S)                         | 1. | 2.            |                      |                       |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.            |                      |                       |

#### INSTRUCTIONS

- This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed \_\_\_\_\_ dollars).
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
  
(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.
- In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."