

# U.S. GOVERNMENT PRINTING OFFICE PAPER PROCUREMENT SECTION

## CONTRACT TERMS AND CONDITIONS (T&C)

*SOLICITATION PROVISIONS,  
SUPPLEMENTAL SPECIFICATIONS  
AND  
CONTRACT CLAUSES*

Prospective suppliers should carefully read this publication as the applicable articles stated herein come an integral part of paper and envelope contracts with the U.S. Government Printing Office. This copy should be retained for reference.

The Paper and Envelope specifications, Standard Samples and Drawings, Testing Standards and Definition of Terms, and Acceptance Criteria pertaining to Paper and Envelopes procurements referenced in this document are available in the Government Paper Specification Standards, Number 11.

**MAY 18, 2004**



U.S. GOVERNMENT  
PRINTING OFFICE

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KEEPING AMERICA INFORMED

## Table of Contents

<u>Instructions, Conditions, and Notices to Bidders</u>	<u>Page No.</u>
1. Preparation of Bids	5
2. Submission of Bids	5
3. Late Submission, Modifications, and Withdrawals of Bids	5-6
4. <b>Deleted</b>	
5. Opening of Bids	7
6. Bid Bond	7
7. Equal Monthly Shipments	7
8. Mill Letters	7
Alkalinity of the Stock	
Truckload Shipments of Xerographic Paper	
9. Multiple Awards	7
10. Contract Award - Sealed Bidding	8
11. Prompt Payment Discounts	8
12. Lots Separately Considered	8
13. Equal Low Bids	8-9
14. Contracting Officer	9
15. Contracting Officer's Technical Representative (COTR) Designation	9
16. Electronic Funds Transfer	9
17. Payment Basis	9
Paper in Rolls, Nonreturnable Cores	
Tare Allowance on Roll Stock	
Flat Paper	
Kraft Paper	
18. Payments on Purchase Orders	10
19. Contractor's Certificate of Conformance	10
20. Responsibility Determination	10
21. Interest of Government Printing Office Officials	10
22. Use of Metric Units	10
23. <b>Deleted</b>	
24. Minimum Content Standards for Paper and Envelopes (Table)	11-12
25. Government Paper Specifications Standards	12
26. Specifications	12
 General Paper Requirements	
27. Weight	13
28. Weight Tolerance	13
29. Size and Trim	13
30. Grain	13
31. Roll Winding	13
32. Watermark	13
33. Curl	13
 General Envelope Requirements	
34. Construction	14
35. Quality of Adhesive	14
 Definitions	
36. White and Colored Papers	14
37. Ruling, Writing, and Erasing Qualities	14
38. Surface-Sized	15

	<u>Page No.</u>
39. EPA Definitions	15
Mill Broke	
Forest Residues	
40. Laser Printer Capable	15
41. Qualified Products Lists	15
 Packing, Wrapping, and Labeling Requirements	
42. Envelope Packing	15
43. Envelope Boxing	16
44. Envelope Quantity	16
45. Envelope Palletizing	16
46. Defective Packing	16
47. Deleted	
48. Skids	17
49. Rolls	17
50. Weight, Banding, and Marking	17
Lot Number 48	
Lot numbers 87, 135, 140	
Lot numbers 137, 138	
Lot number 252	
Lot number 352	
51. Wrapping	17
Sheet Stock	
Roll Stock <b>(Revised 2/01/02)</b>	
52. Cores	17
53. Cut Sheets	18
Lot numbers 21a, 128a <b>(Revised 8/01/03)</b>	
Xerographic	
54. Labels and Shipping Memorandums	18
55. Notice of Shipments	18-19
56. Car Loading	19
57. Deleted	
 Inspection, Testing, Acceptance or Rejection	
58. Mill Inspection	19
59. Sheet Inspection and Count	19
60. Testing Standards	19-20
61. Sampling and Test of Deliveries	20-21
QC Samples <b>(Revised 8/01/03)</b>	
Lot numbers 90 through 95	
Test Data	
Payment	
62. Acceptance Criteria	21-22
Testing	
Rejection	
Removal of Deficient Stock	
Charges for Retest <b>(Revised 1/31/03)</b>	
Appeal	
Risk of Loss	
63. Replacement of Rejected Paper or Envelopes	22
64. Latent Defects	22
65. Deductions	22
 Delivery or Performance	
66. Quantity Ordered	22-23
67. Quantity Delivered	23-24
Allowable Tolerances for Paper	
Allowable Tolerances for Envelopes	
GPO-Furnished Paper	

	<u>Page No.</u>
68. Minimum Orders	24
69. Shipment	24
70. Delivery F.O.B. Washington, DC, or Laurel, MD	24-25
Delivery to House of Representatives and U.S. Senate <b>(Rev 8/01/02)</b>	
Delivery to Executive Office of the President <b>(New)</b>	
71. Time of Shipment <b>(Revised 8/01/03)</b>	25
72. Emergency Delivery Requirements	25
73. Late and Delay in Deliveries	25
74. Performance Bond	25
75. Additional Bond Security	25-26
76. Pledges of Assets	26
 Contract Clauses	
77. Buy American Act	26-27
78. <b>Contract clauses 78-84 have been deleted</b>	
85. Regulations Governing Procurements	27
86. Notice Listing Contract Clauses Incorporated by Reference	27-29

## **INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS**

### **1. PREPARATION OF BIDS**

- a. Bidders are expected to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the bidder's risk.
- b. Each bidder shall furnish the information required by the solicitation. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- c. For each item offered, bidders shall:
  - (1) show the unit price,
  - (2) enter the extended price (if applicable), and
  - (3) indicate the percentage of recovered materials including cotton/linen and/or postconsumer fiber in the paper/envelope product furnished.
- d. Bids for supplies or services other than those specified will not be considered unless authorized by the solicitation.
- e. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

### **2. SUBMISSION OF BIDS**

- a. Bids and bid modifications shall be submitted in sealed envelopes or packages:
  - (1) addressed to the office specified in the solicitation, and
  - (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.
- b. Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a) (1) and (2) of this provision when delivered to the office specified in the solicitation.
- c. Telegraphic bids will not be considered for this solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.
- d. Facsimile bids, modifications, or withdrawals, will not be considered for this solicitation.
- e. Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

### **3. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS**

- a. Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it --
  - (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th);
  - (2) Was sent by mail, (or telegram or facsimile, authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

- (3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 PM at the place of mailing two working days prior to the date specified for receipt of bids. The term working days excludes weekends and U.S. Federal holidays; or
- (4) Was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 PM one working day prior to the date specified for receipt of bids.
- b. Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.
- c. The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. Postmark means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- d. The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.
- e. The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the Express Mail Next Day Service-Post Office to Addressee label and the postmark on the envelope or wrapper and on the original receipt from the U.S. Postal Service. Postmark has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- f. Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- g. Bids may be withdrawn by written notice or telegram (including mailgram) received at any time before the exact time set for receipt of bids. If the solicitation authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision entitled Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.
- h. If an emergency or unanticipated event interrupts normal Government processes so as to cause postponement of the scheduled bid opening, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the opening date, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

**4. DELETED**

**5. OPENING OF BIDS**

Proposals will be opened publicly, read aloud, and recorded in the U.S. Government Printing Office, at 10:00 AM, prevailing Washington, DC, time on the date stated on the accompanying solicitation. Bidders or their representatives may be present.

**6. BID BOND**

No bid for paper and envelope lots will be considered which is unaccompanied by a bid bond with surety or certified check in the amount of \$5,000 for paper and \$1,000 for envelopes guaranteeing that the bidder, if its bid is accepted, shall execute a bond for the faithful performance thereof with good and sufficient sureties. No bid bond is required for corrugated containers. Checks submitted in lieu of bid bond will be returned to the unsuccessful bidder(s) after award of contracts (approximately two weeks after bid opening).

**7. EQUAL MONTHLY SHIPMENTS**

Except for lot numbers 90, 92b, 93b, 94, and 95, or individual lots where the estimated quantity is for 108,000 kg (240,000 pounds) or more, or its equivalent in sheets, bids based on equal monthly shipments will be considered, with the Government reserving the right to order up to 30 percent during any three months of the quantity awarded. Qualified bids based on other than equal monthly shipments will not be considered. It is anticipated that shipments of any of the estimated quantities will not be required during the first month of the contract except for those lots with less than 30 day delivery schedules. On individual lots where the estimated quantity is less than 108,000 kg (240,000 pounds), bids based on equal monthly shipments may be rejected.

**8. MILL LETTERS**

Each bidder must submit a mill letter at or before the time set for opening of bids. The mill letter must contain the complete names and mailing addresses, including zip codes, of the manufacturer of the various lots of paper, and/or the paper manufacturers and the converters for the various lots of envelopes, proposed by the bidder. No change shall be made in the name or location of the manufacturer without prior approval by the U.S. Government Printing Office.

- a. Mill letters must contain accurate and complete information to be considered responsive to the invitation for bids. If a bidder specifies more than one mill for a given lot, in the event, of equal low bids, the bidder will not be eligible for consideration of award as a small business concern or certified-eligible, persistent or substantial labor surplus area concern unless each mill specified meets the requirements for such a determination; otherwise, award will be resolved by the drawing of lots. Both the bidder and the manufacturer must meet the Small Business Administration's requirements to qualify as small business. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.
- b. TRUCKLOAD SHIPMENTS OF XEROGRAPHIC PAPER - For truckload shipments of xerographic paper, lot numbers 269b, 269i, and 270, bidders are required to state in their mill letters the load (weight) capacity of the trucks (40,000 or 44,000 pound) truckloads they intend to utilize to deliver the paper to the destination, and that same capacity trucks shall be used throughout the contract period.

**9. MULTIPLE AWARDS**

In the event that the lowest acceptable bidder is unable to furnish the entire quantity of any lot estimated by the Government as necessary to meet its needs, and the quantity offered in their bid needs first from the low bidder and thereafter in the same manner from the next low bidders. In the event of tie bids for quantities less than that estimated as being required to meet the needs Government's needs, multiple contracts will be awarded. In such event, the Government will first from the low bidder and thereafter in the same manner from the next low bidders. In the event of tie bids for quantities less than that estimated as being required to meet the determine by lot the sequence in which orders for its needs shall be placed.

## **10. CONTRACT AWARD - SEALED BIDDING**

- a. The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price – related factors specified elsewhere in the solicitation.
- b. The Government may:
  - (1) reject any or all bids,
  - (2) accept other than the lowest bid, and
  - (3) waive informalities or minor irregularities in bids received.
- c. The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid.
- d. A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.
- e. The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

## **11. PROMPT PAYMENT DISCOUNTS**

Prompt payment discounts will not be allowed.

## **12. LOTS SEPARATELY CONSIDERED**

Paper, envelopes and containers have different bid basis.

- a. PAPER - Bidders may bid for one or more of the lots of paper, and each lot will be considered separately. Bids on any lot or part of a lot which are conditioned, either as to quantity, price, color, or size, upon receiving or not receiving award on part or all of a different lot or lots will be rejected. Paper bids based on combination of lots will be rejected. Paper bids based on individual sizes within any one lot will not be considered.
- b. ENVELOPES - Envelope bidders for the rag and rag-content envelopes may stipulate that such bids are conditioned on a combined award being made for all the lots enumerated under any one specification, in which event the award may be made accordingly to the lowest bidder in the aggregate. Envelope bids must be made on the unit basis of 1,000 envelopes and stated in dollars and cents.
- c. CONTAINERS - Bidders may bid on one or more of the lots of containers and each lot will be considered separately.

## **13. EQUAL LOW BIDS**

- a. Contracts shall be awarded in the following order of priority when two or more low bids are equal in all respects:
  - (1) Business concerns that certify the largest percentage of recovered material content in the product



they propose to furnish.

- (2) Small business concerns that are also labor surplus area concerns.
- (3) Other small business concerns.
- (4) Other business concerns.

- b. If two or more bidders still remain equally eligible after application of paragraph (a) above, award shall be made by a drawing by lot limited to those bidders. If time permits, the bidders involved shall be given an opportunity to attend the drawing. The drawing shall be witnessed by at least three persons, and the contract file shall contain the names and addresses of the witnesses and the person supervising the drawing.

#### **14. CONTRACTING OFFICER**

The Contracting Officer for the 6-month paper, envelopes and containers term contract is Ms. Sheree A. Young, Chief, Paper Procurement Section, Paper & Specialized Procurement & Sales Division. She can be reached on (202) 512-2022, fax number (202) 512-1481 or E-Mail: [syoung@gpo.gov](mailto:syoung@gpo.gov), or mailing address: U.S. Government Printing Office, Paper Procurement Section, Room A344, STOP: MMPP, Washington, DC 20401.

#### **15. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) DESIGNATION**

Mr. Joel R. Recht is the COTR for the paper, envelopes and container contract. All technical questions should be e-Mailed to the address: [qctd@gpo.gov](mailto:qctd@gpo.gov). The COTR is authorized to oversee the contractor's technical efforts to assure that they are in strict accordance with the terms and conditions of the contract. The COTR will also be the primary interface between the contractor and the contracting officer on matters pertaining to the contractor's technical efforts. The COTR has the authority to act on all technical matters except contract modifications (change orders), disputes, or termination of the contract, which remains the sole responsibility of the contracting officer.

#### **16. ELECTRONIC FUNDS TRANSFER**

The U.S. Government Printing Office requires the use of Electronic Funds Transfer (EFT) to pay contractors. Your company's payment will be sent to your financial institution via Direct Deposit/Electronic Funds Transfer and automatically credited to your account on the payment date. In order for your company to identify the payment, GPO will include your invoice number, as well as our purchase order number, and a payment code in the "addenda" record that will accompany the electronic payment to your financial institution. To sign up for EFT, you must complete GPO Form 3881 -Payment Information Form. If you have any questions concerning EFT, contact (202) 512-0864 or call 1-800-BILLGPO

#### **17. PAYMENT BASIS**

The following basis will govern payment:

- a. PAPER IN ROLLS, NONRETURNABLE CORES - Payment at gross weight (including wrappers, cores, and plugs) not to exceed 5 percent overweight. Roll labels shall contain gross weight only. When paper is accepted which exceeds 5 percent overweight based on average test weight, payment will be based on the nominal weight plus 5 percent.
- b. TARE ALLOWANCE ON ROLL STOCK - Should the weight of wrappers, nonreturnable cores, and plugs exceed 2-1/2 percent of the gross weight of the roll, payment will be made at the actual gross weight, less the amount of the excess. However, a minimum tare allowance of 10 pounds per roll will be accepted and paid.
- c. FLAT PAPER - Payment at nominal weight (ordered 1,000-sheet unit weight), if not more than 5 percent underweight. If more than 5 percent underweight, based on net weight of shipment, payment will be made at net shipping weight. No payment for skids, wrappers, or other packing material.
- d. KRAFT PAPER - Payment at actual scale weight on lot numbers 219a, 219c, 219d, and 220f.

**18. PAYMENTS ON PURCHASE ORDERS**

Invoices are to be submitted by the contractor and sent to the U.S. Government Printing Office, Comptroller, General Examination & Support Section, Mail Stop: FMCS, Washington, DC, 20401. Regardless of how the invoices are submitted, they must be legible and reproducible. Invoices with illegible and/or not reproducible documents will be returned to the contractor and will delay payment of the invoice. A vendor has a choice of submitting the GPO Form 1034 or an invoice with all pertinent information. Original invoice (no copies required) with purchase order number, request number, quantity, and amount is all that is necessary for the vendor to receive payment.

**Note:** All receipts, including postal and small parcel carrier receipts, must show the GPO order numbers and the quantity of items shipped.

**19. CONTRACTOR'S CERTIFICATE OF CONFORMANCE**

- a. For the purpose of payment, the contractor must furnish the Government with the request for payment on the following certificate executed by an authorized official of the company.

"I hereby certify that the supplies delivered to the Government pursuant to GPO Purchase Order No., conform in every respect to the applicable specifications and are in accordance with all other contract requirements." Signed\_\_\_\_\_.

- b. Upon receipt of the executed certificate set forth above, and the necessary documentation completed as required by the contract, the Government will cause payment to be made to the contractor of all sums due under the terms of the contract for the supplies covered by the certificate of conformance.
- c. Payments made to the contractor under the provisions above, shall not be deemed to be final acceptance of the supplies so furnished. The Government shall retain all rights and remedies afforded it in law and under the terms of the contract including the rights to inspect and test (both as to quality and count) and to accept at a discount or reject the supplies furnished and paid for. In the event the supplies so furnished are rejected, or accepted at a discount, the contractor agrees (i) to promptly reimburse all sums due the Government upon demand, or (ii) that the Government may set off such sums due the Government against any sums due the contractor. Failure of the Government to notify the contractor of an acceptance at a discount or a rejection within 90 days after receipt of the shipment shall be deemed final acceptance by the Government.

**20. RESPONSIBILITY DETERMINATION**

Evidence of the ability of the bidder's paper manufacturer to produce paper of the quality and quantity specified in the solicitation will be required when, in the judgment of the contracting officer, such action is necessary.

**21. INTEREST OF GOVERNMENT PRINTING OFFICE OFFICIALS**

Neither the Public Printer, nor any Officials of GPO shall, during their continuation in office, have any interest, direct or indirect \* \* \* in any contract for furnishing paper and envelopes or other material connected with the public printing, binding, lithographing, or engraving. See \*\*\*18 U.S.C. §. 442.

**22. USE OF METRIC UNITS**

The Omnibus Trade and Competitive Act of 1988 (Public Law 100-418, Section 5164) designates the metric system of measurement as the preferred system of weights and measures for the United States trade and commerce. Consequently, future solicitations for paper and envelopes will contain both metric and inch/pound units with metric appearing as the prominent measurement unit. In using dual dimensions, metric will appear as the prominent measurement unit with the equivalent inch/pound dimension stated in parenthesis as follows: 216 mm by 279 mm (8-1/2 by 11 inches). The practice of dual dimensioning will continue until such time it is considered practical to eliminate the inch/pound equivalent.

23. DELETED

24. MINIMUM CONTENT STANDARDS FOR PAPER AND ENVELOPES.

The specifications which are included in this solicitation incorporate 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 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 following table specifies the minimum content of recovered materials including cotton/linen and/or postconsumer fiber/material, as applicable, required under the solicitation.**

Minimum Content Standards (Revised: August 1, 2000)			
GPO Lot No.	JCP Code	Minimum Pct. Recovered Materials Including Cotton/Linen	Minimum Pct. Postconsumer Fiber/Material
2	A10	-----	40
5	A25	-----	30
7	A50	-----	30
13, 14, 15.	A55	-----	30
16 to 22.	A60	-----	30
24a, 24b.	A80	-----	30
28	A100	-----	30
30	A110	50	-----
34	A120	50	-----
47	A180	-----	10
48	A220	-----	30
50, 50a.	A240	-----	10
51	A260	-----	10
69	D10	-----	30
87	D50	100	-----
90	E10	50	-----
92b	E20	-----	10
93b	E30	-----	30
94	E40	-----	20
95	E50	50	-----
108	G10	-----	30
128 <sup>1</sup> , 128a.	G45	25 <sup>2</sup>	30
129 <sup>3,4</sup>	G45	70	30
126	G50	25	-----
130 to 131.	G70	50 <sup>2</sup>	30
135	H10	100	-----
137	H40	100	-----
138	H20	100	-----
140	H30	-----	30
148 to 152.	J10	-----	30
180 to 185a, 191, 192	K10	-----	20
188a <sup>4</sup> to 190.	K20	25 <sup>2</sup>	20
200	L10	-----	10

GPO Lot No.	JCP Code	Minimum Pct. Recovered Materials Including Cotton/Linen	Minimum Pct. Postconsumer Fiber/Material
202 to 206.	L20	-----	30
210	L50	-----	10
219a to 220f.	N10	-----	5
268 <sup>4</sup>	O-50	-----	10
269b to 269k.	O-65	-----	30
270 to 270k.	O-65	-----	-----
301 to 303.	Q20	65	15
326a	Q60	-----	20
352 <sup>1</sup>	R11	30	20
360a to 360c.	R20	-----	80
366a to 368.	R30	-----	80
408 to 445 - excluding (Excluding 432)	V10	-----	20
432 <sup>4</sup>	V10	100	-----
450	—	-----	20
455 to 459.	V40	25	-----
474 to 478.	---	100	-----
479 to 488.	V20	-----	30
491 to 494.	V90	-----	25
507 to 560	—	-----	35

<sup>1</sup> Total percentage of recovered material must be a minimum of 50%.

<sup>2</sup> If a postconsumer recovered fiber is used, it counts towards postconsumer fiber. Recovered material is not a postconsumer fiber.

<sup>3</sup> Total percentage of recovered material is 100%.

<sup>4</sup> This value supercedes the value cited in the Government Paper Specification Standards, No. 11.

## 25. GOVERNMENT PAPER SPECIFICATION STANDARDS

All contracts will be subject to the applicable provisions and supplemental specifications contained in the Government Paper Specification Standards, No.11, dated February, 1999, and as modified in the solicitation or contract. These specifications are available for sale from the Superintendent of Documents, by calling 202-512-1800 (stock number 021-000-00174-1). They can also be viewed on the Internet by accessing "www.gpo.gov/qualitycontrol/" or "www.access.gpo.gov".

## 26. SPECIFICATIONS

The specifications represent the lowest qualities of paper and envelopes that will be accepted. A reasonable number of standard samples will be furnished prospective bidders upon written request, for specific GPO lot numbers. The specifications and acceptance criteria state the minimum or maximum requirements as to stock, strength, folding endurance, and other factors which will be accepted. Materials and processes must be adjusted so as to insure the delivery of paper and envelopes that fully comply with these specifications. The original set of standard samples cited in the specification standards is maintained and preserved at the U.S. Government Printing Office.

## **GENERAL PAPER REQUIREMENTS**

### **27. WEIGHT**

The specifications for weight are based on the 500-sheet unit for all paper.

### **28. WEIGHT TOLERANCE**

Unless otherwise specified in the individual specification, a deviation of not more than 5 percent above or below the ordered will be allowed. Deliveries not within this tolerance may be rejected, or may be accepted at the discretion of the contracting officer subject to price adjustment as outlined in Paragraph 17. This does not apply to specifications which state "weight approximately."

### **29. SIZE AND TRIM**

- a. SHEETS - Precision trimmed as well as guillotine trimmed paper will be acceptable on all lots except those lots which specifically require guillotine trimmed paper as noted in individual lot specifications. However, mixing of precision trimmed and guillotine trimmed paper under a single purchase order will not be permitted. Precision trimmed paper must be evenly jogged.
- b. 3-HOLE COPY PAPER, 8-1/2 by 11 INCHES (216 by 279 MM) - 3-hole xerographic paper shall be punch or drilled and conform to the following requirements: three holes having 1/4 inch (6.5 mm) or 5/16 inch (8 mm) diameter, located 3/8 inch (9.5 mm) from the edge of the sheet to the center of the hole and 4-1/4 inches (108 mm) center to center on the left 11 inch (279 mm) side.

### **30. GRAIN**

Unless specified by grade of paper or under the lot number, the direction of the grain shall be optional with the contractor. However, should the U.S. Government Printing Office require a specific grain direction, acceptance shall be at the option of the contractor. On lots where grain direction is specified, the Government may require a change in grain direction, with acceptance at the option of the contractor.

### **31. ROLL WINDING**

Roll paper shall be tightly wound at even tension and shall not contain more than the specified maximum number of splices per roll. The adhesive used in making a splice shall not cause the splice to adhere to adjacent laps. Splices shall be flagged at both ends with projecting colored markers, not pasted to the splice, or otherwise clearly marked.

### **32. WATERMARK**

Paper shall not bear any watermark or other similar impression, except as herein specified. Drawings of watermarks are illustrated in Government Paper Specification Standards, No. 11, Part 3, except for the watermark used for Lot 129 which has been included in the IFB. Stock used in making envelopes is exempt.

- a. Contractors will be permitted to sell mill sortings and rejected stock bearing the Government watermark. The Government watermark must not be applied to any paper other than ordered by a duly authorized officer of the U.S. Government.
- b. All watermarked paper shall be stacked on the skids so the watermarks are all facing the same direction. The watermark in the full size sheet shall be oriented so when the full size paper is cut down to 8-1/2 by 11 inches (216 by 279 mm) grain long, the paper grain shall run through the eagle's head to its feet.
- c. The full-size watermark design required for each grade of writing, bond, and ledger papers will be supplied by the contracting officer upon request.

### **33. CURL**

Paper shall be flat and capable of coming into equilibrium with pressroom conditions, of  $24 \pm 2^{\circ}\text{C}$  and  $45 \pm 8\%$  relative humidity.

## **GENERAL ENVELOPE REQUIREMENTS**

### **34. CONSTRUCTION**

All envelopes shall be of the dimensions given, shall be made in the most thorough and workmanlike manner, and shall be cut sufficiently high to prevent the adhesive from coming in contact with the contents of the envelope. Lot numbers 408 to 455, except 450, shall be so cut that, when sealed, the adhesive shall be at least 19 mm (3/4 inch) below the cut, measured at the center of the flap. The sealed flaps or seams shall be sufficiently wide to insure strength and sealed with such quantity of adhesive as will effect perfect and permanent adhesion of said flaps and seams. Except as specified in individual specifications, split gumming on flaps is permissible, not to exceed the width of the seam it covers and to be positioned over the seams. All open side envelopes except lot numbers 426, 430, and 432 must be capable of being run on all types of automatic inserting and sealing equipment. Care must be exercised to prevent an excessive amount of adhesive being used on the seams, causing the inside seams to adhere to the inside of the envelope. The flaps must not stick to the body of the envelopes, but shall be capable of being quickly and securely sealed by application of the specified pressure after moistening. If any of the envelopes are ordered ungummed with the consent of the contractor, they shall be furnished at the prices bid for gummed envelopes.

- a. STYLE - If not otherwise specified, envelopes furnished shall be one of the 3 styles of open side envelopes illustrated in the Government Paper Specification Standards, No. 11, Part 3, Envelope Construction. Styles include the following:

- (1) High-Cut Diagonal Seam or Style A.
- (2) Web Style Diagonal Seam or Style B.
- (3) Web Style Side Seam or Style C.

- b. WINDOW - Shall be square cornered) 1-1/4 x 4-3/4 inches (32 x 121 mm) in size located 3/4 inch (20 mm) from the left side of the envelope and 1/2 inch (13 mm) from the bottom. Window material shall be transparent and clear so that the printed matter inside is distinctly legible through the window.

### **35. QUALITY OF ADHESIVE**

All adhesives used shall be free from ingredients which would tend to discolor the paper. They shall be clean and free from offensive odor, and of such consistency when applied to the seams and sealing flaps of the envelopes as to prevent curling of the envelopes after drying, or adhering of the sealing flaps prematurely in storage, use in common office laser printers, etc. The adhesive shall be able to resist the heat and pressure of common office laser printers so that the flap adhesive does not become soft and tacky causing the flap to stick to the body of the envelope, since the envelopes ordered will be addressed by a variety of office machines, including laser printers. Envelopes will be rejected if they seal when subjected to the heat and pressure conditions common to office laser printers. Envelopes drawn from cartons opened for inspection shall not show curl or warping due to moisture in the adhesive and on the seams or sealing flaps.

## **DEFINITIONS**

### **36. WHITE AND COLORED PAPERS**

All paper shall match Government standard colors. Standard Samples illustrating these colors are available from the CO or the COTR. The technical definitions of these standards are in Part 3 of the *Government Paper Specification Standards*, No. 11.

### **37. RULING, WRITING, AND ERASING QUALITIES**

Ruling and writing qualities are evaluated for suitability for "pen and ink" or "ball point and felt tip pen" use.

**38. SURFACED-SIZED**

The term "surface-sized" shall be construed to mean that the paper has been sized by applying a film of sizing agent to the surface of the dry or partially dry sheet, either on the paper machine or as a separate operation.

**39. EPA DEFINITIONS**

Recycled fiber terms: postconsumer fiber, postconsumer recovered fiber, recovered fiber, and recovered materials, are defined in the Government Paper Specification Standards, No 11, Part 2.

- a. "Mill broke," means any paper waste generated in a paper mill prior to completion of the papermaking process. Mill broke is excluded from the definition of "recovered fiber."
- b. "Forest residues" - Generally the Environmental Protection Agency (EPA) has stated, "It is our (EPA's) intent that forest residues are not to be included as constituent materials for purposes of meeting the EPA- recommended minimum waste paper content standards." However, sawdust which is defined by state law or regulations as solid waste, otherwise subject to state regulation requiring disposal in licensed landfill facilities, may be counted toward the minimum content standards. Reference Executive Order 13101.

**40. LASER PRINTER CAPABLE**

The following grades of paper shall be suitable for processing in laser printers before and after printing: JCP G10, G45, G70, O-65, etc., and envelopes: JCP V10, V20, V40, and lot numbers 474, 477, and 478.

**41. QUALIFIED PRODUCTS LISTS**

Paper purchased under lots numbers 269b through 270k, inclusive are purchased as qualified products. To be qualified, the paper must meet specifications for JCP O-65. All brand name products supplied under this specification shall be tested and approved prior to the acceptance of the product. Products shall meet all specification and performance requirements for qualification. A minimum of two cartons is required for the qualification testing. Awards will be made only for such products which have, prior to the time set for opening of bids, been tested and approved for inclusion on the qualified products list (QPL). Bidders must list the product quoting on. Suppliers having products not yet listed, but which have been qualified by the U.S. Government Printing Office are requested to submit evidence of such qualification with their bids, so that they may be given consideration. Once the product is accepted for the QPL, the supplier need not send in another sample for qualification unless his product characteristics have been changed, or, the product has not been procured by GPO within the last three years. Send cartons and written request for QPL testing to Chief, Testing and Technical Services Division, STOP QC, U.S. Government Printing Office, Washington, DC 20401. Cartons should be clearly marked QPL SAMPLES.

**PACKING, WRAPPING, AND LABELING REQUIREMENTS**

**42. ENVELOPE PACKING**

All envelopes shall be packed in a single row or layer, resting on their long dimension, with flaps up and closed (unless specified to be open) and faced in the same direction. All envelope outer cartons shall have directional arrows stamped on side of carton indicating upright position and all cartons stacked on pallets according to direction of arrows.

**NOTE PACKING FOR LOT No. 450:** All envelopes shall be packed in a single row or layer, resting on their long dimension with flaps up, and faced in the same direction. All envelope outer cartons shall have directional arrows stamped on side of carton indication upright position and all cartons stacked on pallets according to direction of arrows. Within the box of 500, the envelopes shall be placed in bundles of approximately 50 envelopes alternating the bundle direction so that one bundle has all envelope flaps pointing in one direction and the adjacent bundle has all envelope flaps in the other direction.

#### **43. ENVELOPE BOXING**

All envelopes shall be packed in strong interior chipboard or strawboard boxes. Envelopes shall be securely packed so as to prevent curling or warping due to excessive space.

**Boxes shall be labeled in such manner as to show the name of the contractor, property number, order number, date of manufacture, size of envelope, and quantity enclosed.**

#### **44. ENVELOPE QUANTITY**

The envelopes shall be packed in quantities listed in the following table:

1. Envelope sizes up to and including 2-1/2 by 4-1/4 inches (64 by 108 mm): 500 per box - 20 boxes per carton.
2. Sizes larger than 2-1/2 by 4-1/4 inches (64 by 108 mm), up to and including, 4-1/8 by 9-1/2 inches (105 by 242 mm): 500 per box - 10 boxes per carton.
3. Sizes larger than 4-1/8 by 9-1/2 inches (105 by 242 mm), up to and including, 4-3/4 by 10-3/8 inches (121 by 264 mm): 500 per box - 5 or 10 boxes per carton.
4. Size 5-5/8 by 8-3/4 inches (143 by 223 mm): 500 per box - 5 boxes per carton.
5. Sizes larger than 5-5/8 by 8-3/4 inches (143 by 223 mm), up to and including, 6-1/2 by 10-1/2 inches (166 by 267 mm): 1,000 per carton. Must NOT be packed in oversized cartons.
6. Sizes larger than 6-1/2 by 10-1/2 inches (166 by 267 mm), up to and including, 9-1/2 by 12 inches (242 by 305 mm): 500 per carton. Must NOT be packed in oversized cartons.
7. Sizes larger than 9-1/2 by 12 inches (242 by 305 mm): 250 per carton. Must NOT be packed in oversized cartons.

#### **45. ENVELOPE PALLETIZING.**

- a. Envelope orders consisting of 2 or more tiers must be banded (stretch wrapping is also permissible) and shipped on four-way entry pallets conforming to ASME MH1a, part 9, dated 1993 Type III, Four-way (Partial) Flush Pallet. Containers shall be securely stacked on pallet without overhang and shall not exceed 48 inches (122 cm) in width, 60 inches (153cm) in height and not damage the envelopes and containers. The American Society of Mechanical Engineers standard MH1a can be obtained from the ASME, telephone 800-843-2763 ([www.asmeny.org](http://www.asmeny.org)).
- b. All cartons of envelopes shall be crosstied on the pallets and not stacked perpendicular (one on top of the other in a straight line).
- c. If false or empty containers are used, or if partially filled containers are included on the pallet, these containers will be stacked on the top layer, and be conspicuously identified by either a bright color or by large lettering indicating these containers require special attention. Empty or partially filled containers should not be stacked in the middle or lower layer of cartons, thereby creating the illusion that all containers contain the same quantity.

#### **46. DEFECTIVE PACKING**

Shipments of envelopes will be rejected for the following reasons which are not all inclusive: Shipment will be rejected for improper palletization or shipped on other than standard GPO pallets which are four-way entry pallets. Absence of protector caps, improper labeling, excessive height exceeding 153 cm (60 inches) in height, or evidence of crushed, or damaged envelopes. Envelopes must be secured to pallets in transit and not shipped to GPO loose on carrier's vehicles.



**47. SKIDS**

Paper must be delivered on standard size commercial-quality skids which permits tiering without damage to the stock. Runners are to be one piece and run the full length of the skid. Loaded skids shall not exceed 60 inches (1,525 mm) in height.

**48. DELETED**

**49. ROLLS**

All rolls shall have a bar-code label and identification number and capable of being scanned. The labels shall be pasted on opposite sides of each roll.

**50. WEIGHT, BANDING, AND MARKING**

- a. All flat paper shall be packed on skids. The gross weight shall not exceed 3,500 pounds (1,590 kg); a single roll not to exceed 2,000 pounds (910 kg).
- b. Ream markers are not required. Grain direction must be shown on the label whether or not the grain is stated in the specifications.
- c. The paper shall be securely banded on the skid with a minimum of four (4) plastic or steel bands.
- d. LOT NUMBER 352 - Boards must be delivered in cartons, packed and banded on skids.

**51. WRAPPING**

All wrapping material for skids and/or rolls must be recyclable.

- a. SHEET STOCK - All paper must be packed on skids and shall be carefully wrapped and completely encased, top, bottom, and all four sides, securely sealed at all joints with best commercial practice (asphalt-laminated wrappers not acceptable). The wrapping must be sufficient to give adequate protection against damage in transit and ordinary handling. All palletized loads that are stretch-wrapped must be stretch-wrapped all over except the top, which must not be covered with plastic film.
- b. ROLL STOCK - 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. All rolls shall have a barcode label and identification number and capable of being scanned. The labels shall be pasted on opposite sides of each roll

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

**52. CORES**

Use of non-returnable fiber cores will be acceptable. The cores shall have an inside diameter of 3 inches (76 mm) and a crush resistance of 225 pounds per linear inch (40 kN/m). All cores must have keyways on both ends and removable plugs.

### 53. CUT SHEETS

Cut sheets include 8-1/2 X 11 inches (216 X 279 mm) and 17 X 22 inches (432 X 559 mm) sized paper.

- a. Lot Numbers 19a, 21a, 128 and 128a - Cut sheets, size 8-1/2 X 11 inches (216 X 279 mm) and 17 X 22 inches (432 X 559 mm) shall be trimmed square four sides, wrapped and securely sealed in 500-sheet packages, but so designated on skid labels and shipping memoranda as well as labeled, stamped, or stenciled on one end to show type of paper, quantity, color, size, paper weight, name of contractor, and GPO order number. Lot number 128a must be delivered on skids, in cartons. Cartons must be labeled to show type of paper, quantity, color, size, substance number, name of contractor, and GPO order number.-
- b. Xerographic Paper - The 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 mil polyethylene). The paper shall be packed 10 packages per carton, 40 cartons per skid or pallet, except 8 1/2 by 14 inches which is packed 30 cartons per skid and 11 by 17 inches, which is packed 5 packages per carton.

### 54. LABELS AND SHIPPING MEMORANDUMS

Labels shall be easy to read and entries printed, stenciled and/or stamped. Skids, pallets, rolls, and containers shall be numbered in consecutive numerical order with no more than a four (4) digit number starting with "1" (one) for each purchase order. All labels are to be provided by the contractor.

- a. All cartons of envelopes must be distinctly and accurately marked on each end to show type of envelope, quantity, color, size, order number, lot and property numbers, and name of contractor. Labels are to be pasted on both ends of cartons.
- b. All skids, pallets, or rolls must be distinctly and accurately marked with labels to show type of paper, quantity, color, size, substance; gross, tare and net weights on skids and gross weight only on rolls with non-returnable cores; order number, lot and property numbers; and name of contractor. Labels are to be pasted on the end and left side of skids and pallets, and on opposite sides of rolls, not on the ends.
- b. On shipments made to the GPO Warehouse, shipping documents must accompany each shipment to the GPO Warehouse. Failure to comply with these instructions may result in delay in payment.
- d. Additionally, an electronic manifest must also be furnished and emailed to [qctd@gpo.gov](mailto:qctd@gpo.gov). The contractor shall provide a manifest in accordance with the EMBARC standard. An alternate format may be acceptable and provide the following information subject to acceptance by the Government: supplier name, ship date, shipping weight, total items in shipment, and a detailed skid/roll listing with basis weight, stock description, skid/roll identifier, size, tare weight and gross weight, and sheet count. Information on EMBARC standards is available through [www.idealliance.org](http://www.idealliance.org).
- e. All rolls and skids of paper shall be bar-coded as described in the TAPPI Tip Information Paper (TIP) 1004-01 (1989) and capable of being scanned.
- f. On direct shipments made to other federal agencies, the shipping documents must be faxed (202-512-1481) to the Paper Procurement Section within 2 days after delivery has been made. Requested Proof of Delivery documents are to be furnished within three working days.

### 55. NOTICE OF SHIPMENTS

On or before the date shipment is to be made, regardless of destination on order, the paper mill must furnish by telephone (**202-512-0808**), car or truck number, GPO order number, and full routing information. Immediately upon receipt of this information, GPO will issue final instructions as to destination of shipment. At that time truck and/or piggy-back shipments will be scheduled for an appointment for delivery at the

designated warehouse. Whenever needs of the office require it, the contractor shall make shipment by such routing as directed by the GPO. If directed routing results in added freight costs through no fault of the contractor, he will be reimbursed for the difference.

**56. CAR LOADING**

The loading of 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. All paper on skids must be loaded in cars in two separate units, one in each end of the car. Skid runners to parallel length of car, except in doorway. Each unit must be bound securely with 32 mm (1-1/4 inches) by 0.9 mm (0.035 inch) steel strapping having a tensile strength of 890 kN/m (5,000 pounds). 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 skidload 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.

**57. Deleted**

**INSPECTION, TESTING, ACCEPTANCE OR REJECTION**

**58. MILL INSPECTION**

The contracting officer may at any time cause inspection to be made of the manufacture of the paper, paperboard or envelope stock and/or converting plant 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.

**59. SHEET INSPECTION AND COUNT**

The contractor shall inspect all sheets of flat paper for defects. Verification of count will be made by the contracting officer and deliveries may be rejected for incorrect count. Shortage will be deducted if the delivery is accepted.

**60. 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.

## 61. SAMPLING AND TESTING OF DELIVERIES

Submission of samples applies to ALL orders valued over \$500 and include those 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 from the converting operation must accompany the samples signed by QA/QC personnel NOT the contractor. When a standard stock item of envelope or paperboard is supplied against a GPO order, the contractor may simply provide 25 pieces of the product along with a statement certifying to the recovered material and/or postconsumer fiber content, product name, item number, or other information to identify the commercial product. Test data is not required. Testing of samples at a facility other than the manufacturer's must be approved by the contracting officer.

- a. QC SAMPLES - For each manufacturing run of a purchase order valued over \$500, the manufacturer shall submit to the GPO, 3 sets of outturn samples consisting of not less than 25 pieces in each set, 8-1/2 by 11 inches (216 by 279 mm) or equivalent in size for paper, and not less than 10 envelopes in each set. The outturn samples (not less than 75 pieces total for paper and not less than 30 pieces total for envelopes), 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, container board, 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), and converter's 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 or envelopes including the GPO lot number, (f) a statement certifying that the sampling was conducted in accordance with TAPPI T-400, (g) the recovered materials including cotton/linen and/or postconsumer fiber content of the manufacturing run, and (h) the test data obtained at regular intervals throughout the manufacturing run for each paper reel or for each manufacturing hour, whichever is appropriate. The document shall be SIGNED by a company official (paper manufacturer, converter, but NOT the contractor) responsible for sampling, quality control and quality assurance. The samples and test data with covering document shall be sent to Chief, Testing and Technical Services Division, Quality Control and Technical Department, Room B502, Stop QC, U.S. Government Printing Office, Washington, DC 20401 and clearly marked "QC SAMPLES." The samples and test data should be sent at the time of the shipment of the paper or envelopes and must be received at the GPO, no later than 5 calendar days after the date of shipment, **EXCEPT for Lot numbers 90 through 95 and 450**. 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.
- b. LOT NUMBERS 90 THROUGH 95, 126, AND 450 - On these lot numbers, while the submission of samples is as stated above in paragraph 61(a), samples must be furnished and approved, prior to each shipment. Additionally, on lots 90 through 95, equilibrium relative humidity and temperature readings from each skid must accompany the manufacturer's test data. No shipment shall be made prior to receipt, testing, and approval of representative samples. The samples submitted will be tested for compliance with specifications and the contractor will be notified of approval or disapproval within 5 working days after receipt of samples in the GPO. If the initial samples are disapproved and the contractor elects to supply additional samples for testing, they will not be relieved of their obligation to

meet the scheduled shipping/delivery date. The contractor will be charged \$250.00 for each retest requested.

- c. TEST DATA - Test data is defined as follows: Paper test data is the detailed test results from the manufacturing run and not test averages. For envelopes, paperboard, and other converted products, test data shall include the detailed manufacturing data of the base material used in producing the product (envelopes, board, etc.), **PLUS** the inspection and test data from the converting operation. When a standard stock item of envelope or paperboard is supplied against a GPO order, the contractor may simply provide 25 pieces of the product along with a statement certifying to the postconsumer fiber and/or recovered material content, product name, item number, or other information to identify the commercial product. Test data is not required.
- d. PAYMENT - Delay or failure to provide the correct samples and/or information within 5 calendar days after shipment will result in delay of payment and/or assessment of a \$250.00 service charge.

## 62. ACCEPTANCE CRITERIA

In order to insure that contractual requirements are met, an acceptance criterion is a part of the technical evaluation. The acceptance criteria are in the Government Paper Specification Standards, No. 11, Part 4. Some properties have 2 levels in their acceptance criteria, "precision requirements" or a "regular requirements". The applicable acceptance criteria are stated in each specification standard and/or in the IFB "Specifications for Paper and Envelope Lots" page.

- a. TESTING. Paper and envelopes will be inspected and tested physically, microscopically, and chemically by the U.S. Government Printing Office, Testing and Technical Services Division. Necessary tests will be conducted and the findings, along with the test data furnished by the manufacturer, will be used to ascertain whether the specifications have been complied with, and will be compared with the standard samples to determine their conformity in color, finish, formation, cleanliness, and writing and printing qualities. Recommendations of acceptance or rejection of the stock will be based on these tests and furnished test reports. Failure of the Government to notify the contractor of an acceptance at a discount or a rejection within 90 calendar days after receipt of the shipment shall be deemed final acceptance by the Government. Tests may be performed by the Government without limitation either on samples drawn by the Government from shipments delivered or from samples furnished by the contractor pursuant to the provisions of this contract. All testing and measurements are made against the primary requirements, whether in g/m<sup>2</sup>, kN/m, kPa, mm, etc. The equivalent values are provided for informational purposes only. **Note:** Some equivalents are expressed as "soft conversions" while others as "practical conversions," such as 40,000 pounds have been converted to 20,000 kg rather than 18,144 kg.
- b. REJECTION. The contractor will be notified in writing of the determination of the contracting officer to reject nonconforming stock. The decision of the contracting officer shall be final and conclusive unless within 10 days from the date of receipt of said decision the contractor mails or otherwise furnishes to the contracting officer a written request for retesting of the allegedly deficient paper. Such request must include specific rationale for the dispute along with supporting documentation such as the manufacturer's test data for each item in question. In the event of such request, the U.S. Government Printing Office will make a new test. At the option of the Government, the new test will be made on the representative samples obtained by resampling of the delivery(ies) or through resubmission by the manufacturer.
  - (1) If a requested retest confirms the original test results for the item rejected, it must be removed in accordance with the provisions of Paragraph 62(c).
  - (2) If a requested retest does not confirm the original test results for the item rejected, the Government will use all test results in making a new determination.
- b. REMOVAL OF DEFICIENT STOCK - If the contractor fails to request the retest within the period herein provided, any lots rejected by the contracting officer must be removed from the U.S. Government Printing Office by the contractor at his expense within 20 calendar days after receipt of notice of

rejection. The contractor must call the warehouse, **202-512-0808**, for an appointment prior to removal of stock. An out charge of \$2.00 per skid or pallet, \$1.00 per roll, or \$0.20 per carton will be charged the contractor for loading all rejected paper on freight cars or trucks. Should the contractor fail to furnish disposition instructions for any rejected stock within the 20 calendar day period specified above, the GPO shall charge the contractor's account as storage charges at the rate of \$6.00 per month or fraction thereof for each skid or pallet, \$3.00 per month or fraction thereof for each roll, and \$0.15 per month or fraction thereof for each carton. The contracting officer reserves the right to return any rejected stock which has not been removed as specified above to the point of origin freight charges collect. (See Paragraph 32(a) with reference to disposition of watermarked rejected paper.)

- d. **CHARGES FOR RETEST** - The contractor shall reimburse GPO the sum of \$250.00 for each **Resampling** (example when incorrect samples or erroneous data is submitted) and **Retest** requested regardless of the results of the retest. This is an administrative fee to cover GPO's handling and additional testing.
- e. **APPEAL** - The decision of the contracting officer to reject deficient stock based upon the original inspection and that result or the result of a reinspection and retest requested by the contractor in accordance with the provisions of paragraph 62(d), shall be final and conclusive unless within 90 days of receipt of said decision, the contractor furnishes the Public Printer with a notice of pursuant to the Disputes. The decision of the Public Printer is final. Pending final decision of an appeal hereunder, the contractor shall proceed diligently with performance and in accordance with the contracting officer's decision. Any stock rejected by the contracting officer on appeal shall be removed in accordance with the provisions of Paragraph 62(c).
- f. **RISK OF LOSS** - The risk of loss for damage to or destruction of any stock covered by this contract shall remain with the contractor until final acceptance by the Government, at which time, it shall pass to the Government, regardless of when or where the Government takes physical possession.

#### **63. REPLACEMENT OF REJECTED PAPER OR ENVELOPES**

**Rejected stock must be replaced by delivery within 7 calendar days after receipt of notice of rejection unless otherwise authorized by the contracting officer.** Contractor must identify replacement shipments as such on skid, carton, or roll labels and all shipping documents. Any additional costs incurred by the Government due to delay in making replacement will be charged to the contractor's account in accordance with Paragraph 73.

#### **64. LATENT DEFECTS**

Latent defects are discovered after acceptance. The paper, envelope and corrugated containers may be rejected if the defect is of such a nature as to cause excessive lost production. Unsatisfactory performance in the pressroom or bindery, excessive curl or waviness etc., are causes for rejection and replacement or penalty.

#### **65. DEDUCTIONS**

The contractor will be notified in writing of any loss incurred by the Government on account of the delivery of stock which is rejected or found to be defective in any respect, including defective packing, marking, winding, flagging, splicing, gumming or curling and all items of cost, for which a charge will be made to his account. Charges for spoilage in production will be made at current rates for labor, machine time, stock and material. No deduction will be made unless the estimated loss to the Government exceeds \$100.00.

### **DELIVERIES OR PERFORMANCE**

#### **66. QUANTITY ORDERED**

The enclosed solicitation specifies estimated quantities for each lot of paper, envelopes and corrugated containers. In addition, sizes and anticipated quantities of each size are indicated, and are for informational purposes only. Bids based on individual sizes within any one lot will not be considered. On paper lot numbers

where minimum and maximum

widths are specified, the right is reserved to order any size, in any quantity, within the lot limitations. On all other lot numbers, only the specific sizes listed with a quantity will be ordered, with the right reserved to order any quantity in any one size, within the lot limitations. 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 upon any one lot not to exceed 25 percent over the quantity awarded any one contractor except where the bidder specifies the maximum amount to be furnished. An additional 40 percent of the estimated quantity may be ordered by the Government, with the consent of each contractor.

## **67. QUANTITY DELIVERED**

Over or under deliveries shall not exceed the tolerance specified. Payment will not be made for, nor will the Government be responsible for, the return of any quantity delivered in excess of the tolerance specified, except as hereinafter provided: The Government shall have the option to retain possession of any such over-delivery or portion thereof. The contractor shall request in writing the return of the over-delivery and shall cause its removal within 20 days after receipt by the U.S. Government Printing Office. Any cost to the Government occasioned by the return of any over-delivery will be charged to the contractor.

- a. ALLOWABLE TOLERANCES FOR PAPER - Paper bought on a sheet basis will be allowed a plus or minus percentage tolerance for sheets delivered equivalent to poundage of the sheet quantity ordered. This provision applies to lot numbers 137, 138, 182a, 182b, 183, 185, 185a, 188a, 189, 190, 191, 192, and 326a. Boards bought on a sheet or piece basis will carry a straight 10 percent tolerance for over or under delivery. This provision applies to lot numbers 301, 302, 303, 352, 360a, 360c, 366a, 366b, 366d, 366e, 366f, 367, 367a, and 368.

For other purchases, the following applies:

1. Orders for 5,000 pounds (2,500 kg) or less: 30 percent over or under delivery.
2. Orders over 5,000 pounds (2,500 kg) to 10,000 pounds (5,000 kg), inclusive: 25 percent over or under delivery.
3. Orders over 10,000 pounds (5,000 kg) to 20,000 pounds (10,000 kg), inclusive: 20 percent over or under delivery.
4. Orders over 20,000 pounds (10,000 kg) to 40,000 pounds (20,000 kg), inclusive: 15 percent over or under delivery.
5. Orders over 40,000 pounds (20,000 kg) to 100,000 pounds (45,000 kg), inclusive: 10 percent over or under delivery.
6. Orders over 100,000 pounds (45,000 kg) to 250,000 pounds (115,000 kg), inclusive: 5 percent over or under delivery.
7. Orders over 250,000 pounds (115,000 kg) to 500,000 pounds (230,000 kg), inclusive: 3 percent over or under delivery.
8. Orders over 500,000 pounds (230,000 kg): 2 percent over or under delivery.

- b. ALLOWABLE TOLERANCES FOR ENVELOPES -

1. Orders for 100,000 envelopes or less: 10 percent over or under delivery.
2. Orders over 100,000 to 500,000 envelopes, inclusive: 30,000 envelopes over or under delivery.
3. Orders over 500,000 to 1,000,000 envelopes, inclusive: 40,000 envelopes over or under delivery.
4. Orders over 1,000,000 to 5,000,000 envelopes, inclusive: 50,000 envelopes over or

Under delivery.

5. Orders over 5,000,000: 70,000 envelopes over or under delivery.

- c. GPO-FURNISHED PAPER - On orders where GPO supplies paper for making envelopes, in the quantity that the contractor has indicated as necessary for the manufacture of the minimum order specified, no under deliveries will be acceptable.

**68. MINIMUM ORDERS**

Minimum order quantities have been stated on individual lot numbers throughout the IFB. Contractors will not be required to manufacture and ship in quantities less than those stated. However, should the U.S. Government Printing Office require a lesser quantity than that stated, acceptance shall be at the option of the contractor.

**69. SHIPMENT**

On lot numbers which provide for shipment of 40,000 pounds (20,000 kg) or more and the minimum order is 40,000 pounds (20,000 kg) the bids should be based on carload or truckload rates. If shipment is directed by the U.S. Government Printing Office and made in any other manner, the contractor will be reimbursed for the difference between carload or truckload rates and the actual cost in making the shipment as directed.

**70. DELIVERY F.O.B. WASHINGTON, DC.**

All lots must be delivered **F.O.B. U. S. Government Printing Office Warehouses, Washington, DC**, and/or any destinations within the Washington, DC metropolitan area in good order, free from all and every charge or expense and subject to the inspection, count, weight measurement, and tests of the GPO. Should it become necessary to divert any tonnage of paper and envelopes herein specified to a destination other than U.S. Government Printing Office Warehouses, Washington, DC, or designated agency, the contracting officer reserves the right to order such diversion. In all such instances the actual cost of shipment to the final destination will be ascertained and adjustment of the difference of payment will be made accordingly. This adjustment will be made only if contractor has complied with Paragraph 54.

Government Printing Office  
Washington Warehouse  
First and G Streets, NE  
Washington, DC 20401  
Phone: (202) 512-0808  
Receiving Hours: 7:30 AM - 2:30 PM

- a. **Deliveries to House of Representatives and U.S. Senate – All delivery vehicles to the House of Representatives and U.S. Senate, will be required to report to United States Capitol Police Offsite Delivery Center, located at 40 P Street, SE, Washington, D.C., for inspection before proceeding to their final destination. No deliveries will be accepted unless the vehicles have been processed at Offsite Delivery Center. The hours of the Offsite Delivery Center are 5:00 a.m. to 2:00 p.m., Monday through Friday.** Also, at the time of inspection, the driver must have in his/her possession, a letter on their company's letterhead with the following driver information:

1. Name of Company
2. Name of Drivers/Employees Requiring Access
3. Social Security Number for Each Driver/Employee
4. Date of Birth for Each Driver/Employee
5. Building(s) to be Accessed
6. Company Contact Person and Phone Number

The above information must be faxed, not less than 24 hours in advance, to:

United States Capitol Police  
Operations Division  
119 D Street, N.E.  
Washington, D.C. 20510-7218



FAX: 202-224-4504

Any questions can be directed to the Operations Division of the United States Capitol Police at (202) 224-0908.

**b. Deliveries to the Executive Office President** – All delivery vehicles to the Executive Office of the President, will be required to report to Federal Center, 3<sup>rd</sup> & M Streets, SE, Washington, D.C., for inspection at vehicle inspection station; 8 AM to 2PM, then proceed with USSS escort to: GSA Supply Center, EOP/OA/RDSD, 6810 Loisdale Road, Bldg. A, Dock 17, (Ring Bell) Springfield, VA 22150-1910. Must phone 48 hours prior to delivery, 202-369-5580.

**71. TIME OF SHIPMENT**

Satisfactory delivery for semiannual contracts shall be made in 30 calendar days for paper, and 35 days for envelopes, from the date of the purchase order, with a 5-day plus or minus allowance, unless otherwise specified under the individual lot numbers in this solicitation. No shipping schedule more than 60 calendar days past the last day of the contract period will be specified, unless with the consent of the contractor.

**72. EMERGENCY DELIVERY REQUIREMENTS**

In the event it is necessary, to specify a delivery date which will require delivery earlier than the delivery would be made under the shipping date requirement mentioned in Paragraph 71, and the order is accepted by the contractor, delivery must be made on or before the date on the order, and the 5 days plus or minus will not apply; however, in most instances the Government will accept delivery any time prior to date specified. If the contractor therefore does not agree immediately to the specified delivery conditions, the GPO may purchase in the open market the necessary paper to meet such emergency. Such purchases shall be in addition to and notwithstanding any contract for similar paper.

**73. LATE AND DELAY IN DELIVERIES**

The contractor will be considered delinquent if shipment is not made as specified. If shipment is made later than the specified dates, the contractor will be notified immediately of the nonconformance, and any additional cost exceeding \$100.00 incurred by the Government as a result thereof shall be charged to the contractor. Penalties and/or damages shall not be applied against the contractor for delays in delivery occasioned by unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God, or the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor due to such causes unless the contracting officer shall determine that the services, materials, or supplies to be furnished under the subcontract were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule: Provided, That the contractor shall, within 3 calendar days from the beginning of such delay, notify the contracting officer in writing of the cause of the delay: Provided further, That such notice to the contracting officer shall contain the justification for such delay.

**74. PERFORMANCE BOND**

Upon notification of award, each successful contractor will be required to complete a Performance Bond, approved by the contracting officer, payable to the United States of America with two or more individual sureties, or one corporate surety, in a penal sum equal to 10 percent of the estimated amount of the contract, in which the contractor shall covenant and agree that in case the said contractor shall fail to execute and perform any or all of the covenants, stipulations, and agreements of said contract on his part, the said contractor and his sureties shall forfeit and pay to the United States of America any and all damages which the United States may sustain by reason thereof for which the said contractor and his sureties shall be jointly and severally liable to be sued in the name of the United States.

**75. ADDITIONAL BOND SECURITY**

The contractor shall promptly furnish additional security required to protect the Government and persons

supplying labor or materials under this contract if --

- a. Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;
- b. Any surety fails to furnish reports on its financial condition as required by the Government;
- c. The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the contracting officer; or
- d. An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the contracting officer has the right to immediately draw on the ILC.

## **76. PLEDGES OF ASSETS**

- a. Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond --
  - (1) Pledge of assets; and
  - (2) Standard Form 28, Affidavit of Individual Surety.
- b. Pledges of assets from each person acting as an individual surety shall be in the form of --
  - (1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;
  - (2) A recorded lien on real estate. The offeror will be required to provide --
    - (i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the U. S. Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owner: whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);
    - (ii) Evidence of the amount due under any encumbrance shown in the evidence of title;
    - (iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation (a).

## **CONTRACT CLAUSES**

### **77. BUY AMERICAN ACT**

The Buy American Act (41 U.S.C. §§10a-10d) provides that the Government give preference to domestic end products.

- a. Definitions.
  - (i) "Components" as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

- (ii) "Domestic end product" as used in this clause, means (A) an unmanufactured end product mined or produced in the United States, or (B) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 per cent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b) (ii) or (iii) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- (iii) "End products" as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.
- (iv) "Foreign offer" as used in this clause, means an offered price for a foreign end product, including transportation to destination and duty (whether or not a duty-free entry certificate is issued).

b. The contractor shall deliver only domestic end products, except those --

- (i) For use outside the United States;
  - (ii) That the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality;
  - (iii) For which the Public Printer determines that domestic preference would be inconsistent with the public interest; or
  - (iv) For which the Public Printer determines the cost to be unreasonable.
- c. Consistent with the purposes of the Buy American Act, the offered price of domestic end product will be determined unreasonable by the Public Printer when the lowest acceptable domestic offer exceeds the lowest acceptable foreign offer inclusive of duty, by --
- (i) More than 6 percent, if the domestic offer is from a large business that is not a labor surplus area concern; or
  - (ii) More than 12 percent, if the domestic offer is from a small business concern or any labor surplus area concern.

**78. CONTRACT CLAUSES 78-84 HAVE BEEN DELETED.**

**85. REGULATIONS GOVERNING PROCUREMENT**

The U.S. Government Printing Office (GPO) is a legislative agency of the United States Government. Accordingly, the Materials Management Acquisition Regulations (MMAR) is inapplicable to this, and all GPO procurements. However, the text of certain provisions of the MMAR, as contained in the Code of Federal Regulations, is referenced in this solicitation. The bidder should note that only those provisions of the MMAR, which are specifically incorporated by reference into this solicitation, are applicable.

**86. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference in accordance with the MMAR clause at "52.252-2 CLAUSE INCORPORATED BY REFERENCE (JUNE 1988)" in Section I of this contract.

There is one or more solicitation provisions incorporated 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.

MMAR changes apply to solicitation issued on or after the effective date of the change. Also, the full text of a clause may be accessed electronically at this address [www.gpo.gov](http://www.gpo.gov)

NUMBER	TITLE	DATE
52.202-1	Definitions	Dec 2001
52.203-1	Regulations Governing Procurement	
52.203-3	Officials Not to Benefit	Apr 1984
52.203-5	Gratuities	Apr 1984
52.203-6	Covenant Against Contingent Fees	Apr 1984
52.203-7	Restrictions on Subcontractor Sales	Jul 1995
52.203-8	to the Government	
52.203-10	American Made Products	Jul 1995
52.203-12	Anti-Kickback Procedures	Jan 1997
52.209-6	Cancellation, Rescission, and Recovery	
52.214-29	of Funds for Illegal or Improper Activity	Jan 1997
52.215-1	Price or Fee Adjustment for Illegal or	
52.220-4	Improper Activity	Jan 1997
52.222-1	Limitation on Payments to Influence	Jan 1997
52.222-3	Certain Federal Transactions	
52.222-4	Protecting the Government's Interest	Jul 1995
52.222-20	When Subcontracting	
52.222-26	With Contractors Debarred, Suspended, or	
52.222-28	Proposed for Debarment	
52.222-35	Order of Precedence—Sealed Bidding	Jan 1986
52.222-36	Examination of Records by Comptroller	May 2001
52.222-37	General	
52.227-1	Labor Surplus Area Subcontracting Program	Feb 1997
52.227-2	Notice to the Government of Labor Disputes	Apr 1984
52.227-3	Convict Labor	Aug 1996
52.227-5	Contract Work Hours and Safety	Sept 2000
52.232-1	Standards Act—Overtime Compensation	
52.232-11	Walsh-Healy Public Contracts Act	Dec 1996
52.232-17	Equal Opportunity	Apr 2000
52.232-23	Equal Opportunity Preaward Clearance	Apr 1984
52.232-23	of Subcontracts	
52.232-23	Affirmative Action for Special Disabled	Dec 2001
52.232-23	and Vietnam Era Veterans	
52.232-23	Affirmative Action for Handicapped Workers	June 1998
52.232-23	Employment Reports on Special Disabled	Jan 1999
52.232-23	Veterans and Veterans of the Vietnam Era	
52.232-2	Clean Air and Water Compliance with	Apr 1984
52.232-3	the Emergency Planning and Community	
52.232-3	Right-to-Know Act of 1986 and the	
52.232-3	Pollution Prevention Act of 1990	
52.232-3	Hazardous Material Identification and	Jan 1997
52.232-3	Material Safety Data	
52.232-3	Buy American Act-Supplies	Jan 1994
52.232-11	Restrictions on Certain Foreign Purchases	Oct 1996
52.232-1	Authorization and Consent	Jul 1995
52.232-2	Notice and Assistance Regarding Patent	Aug 1996
52.232-3	and Copyright Infringement	
52.232-3	Patent Indemnity	Apr 1994
52.232-3	Federal, State, and Local Taxes	Jan 1991
52.232-5	Taxes—Contracts Performed in U.S.	Apr 1984
52.232-1	Possessions or Puerto Rico	
52.232-1	Payments	Apr 1984
52.232-11	Extras	Apr 1984
52.232-17	Interest	Jan 1991
52.232-23	Assignment of Claims	Jan 1986
52.242-13	Bankruptcy	Jul 1995
52.243-1	Changes—Fixed Price	Feb 1995
52.246-2	Inspection of Supplies—Fixed Price	Aug 1996
52.246-16	Responsibility for Supplies	Apr 1984
52.247-54	Diversion of Shipment Under F.O.B.	Mar 1989
52.247-64	Destination Contracts	
52.247-64	Preference for Privately Owned	Jan 2000
52.247-64	U.S. Flag Commercial Vessels	

**CONTRACT CLAUSES (CONTINUED)**

52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form)	Apr 1984
52.249-2	Termination for Convenience of the Government(Fixed Price)	Sep 1996
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984

**DISPUTES (VARIATION)**

Except as otherwise provided in the contract, any dispute concerning a question of fact related to the contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall make his/her decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 90 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Public Printer. The decision of the Public Printer, or a duly authorized representative for the determination of such appeals, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this article, the Contractor shall be afforded an opportunity to be heard and to bid evidence in support of his/her appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

This "Disputes" article does not preclude consideration of law questions in connection with decisions provided for in the paragraph above: Provided, that nothing in the contract shall be construed as making final the decision of any administration official, representative, or board on a question of law.

**SERVICE OF PROTEST (VARIATION)**

- (a) Protests, as defined in Section 3 of GPO Instruction 305.7, are filed directly with the U.S. Government Printing Office (GPO), and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer at the procurement office from which the solicitation was issued by obtaining written and dated acknowledgement of receipt from the Director, Materials Management Service, USGPO, Mail Stop: MM, Washington, DC 20401.
- (b) The copy of any protest shall be received by the official or in the office designated above within 1 day of filing a protest with GAO.

**PROTEST AFTER AWARD (AUG 1989)**

- (a) Upon receipt of a notice of protest (as defined in Section 3 of GPO Instruction 305.7) or a determination that a protest is likely (see Section 4(d) of GPO Instruction 305.7), the contracting officer may, by written order to the contractor, direct the contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in this protest, the Contracting Officer shall either—
  - (1) Cancel the Stop-Work Order
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
  - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs results from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's right to terminate this contract at anytime are not affected by action taken under this clause.
- (f) If, as a result of the contractor's intentional misstatement, misrepresentation or miscertification, a related to this contract is sustained and the Government pays cost, as provided in 4(c) (2) or 6(h)(1) of GPO Instruction 305.7, the Government may require the contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, the Government may collect this debt by offsetting the amount against any payment due the contractor under any contract between the contractor and the Government.