

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.						1. REQUISITION NUMBER PR-26-GPO-1668		PAGE 1 OF 4					
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 040ADV-26-Q-0002		6. SOLICITATION ISSUE DATE					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME WHITE, TROY D				b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/ LOCAL TIME					
9. ISSUED BY GPO 732 North Capitol St NW Washington, DC, 20401, US		CODE GPO		10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: 0 % FOR: ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): ☐ HUBZONE SMALL BUSINESS ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) ☐ 8(A) SIZE STANDARD:									
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED ☒ SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A ☐ RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)		13b. RATING 14. METHOD OF SOLICITATION REQUEST ☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ FOR PROPOSAL (RFP)							
15. DELIVER TO See Schedule		CODE		16. ADMINISTERED BY Same As Issuing Office									
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE							
TELEPHONE NUMBER		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER ☐		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM									
19. ITEM NUMBER		20. SCHEDULE OF SUPPLIES/SERVICES See Schedule (Use Reverse and/or Attach Additional Sheets as Necessary)				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Government Use Only)							
27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED						27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED ☐						29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ☐							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (Type or print)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)				31c. DATE SIGNED			

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

STOCK RECORD (S/R)

40. PAID BY

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

42a. RECEIVED BY *(Print)*

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT *(Location)*

42c. DATE RECEIVED *(MM/DD/YYYY)*

42d. TOTAL CONTAINERS

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Section II: Continuation of

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0001		FY26 Inspection, Testing and Repair of Electrical Equipment (Medium and Low Voltage Breakers and Relays)	1	LOT
Contract Type: Firm Fixed Price				
		Unit Price		
		Extended Price		
	Description:			
Purchase Requisitions		PR-26-GPO-1668		

Section III: Contract Clauses

52.212-4 Contract Terms and Conditions - Commercial Items (FEB 2002)

- (a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--
- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
 - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) *Disputes.* Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at MMAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) *Definitions.* The clause at MMAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is

reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

- (g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices.

An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required else wherein this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

- (h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a

percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

- (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
 - (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.

(End of Clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (MAY 2002)

- a) The Contractor shall comply with the following MMAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items
- (1) 52.222-3, Convict Labor (E.O. 11755).
 - (2) 52.233-3, Protest after Award (31 U.S.C. 3553).
- (b) The Contractor shall comply with the MMAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components
- X(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402)(JUL 1995)
 - (2) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
 - (3) 52.222-26, Equal Opportunity (E.O. 11246)(APR 2002)
 - X(4) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C.4212) (DEC 2001)
 - X(5) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793) (JUN 1998)
 - X(6) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C.4212)(DEC 2001)
 - X(7) 52.222-19, Child Labor-Cooperation with Authorities and Remedies.(SEP 2002)
 - (8)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)). (AUG 2000)
 - (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (AUG 2000)
 - (9) 52.225-1, Buy American Act-Supplies (41U.S.C. 10a - 10d). (MAY 2002) (10)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act (41 U.S.C. 10a- 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
 - (ii) Alternate I of 52.225-3.
 - (iii) Alternate II of 52.225-3.
 - (11) 52.225-5, Trade Agreements (19 U.S.C. 2501, *et seq.*, 19 U.S.C.3301 note).
 - (12) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129). (JUL 2000)
 - (13) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849). (FEB 2000)
 - (14) 52.225-16, Sanctioned European Union Country Services (E.O. 12849). (FEB 2000)
 - X(15) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332). (MAY 1999)
 - (16) 52.232-34, Payment by Electronic Funds Transfer-Other than

Central Contractor Registration (31 U.S.C. 3332). (MAY 1999)

(17) 52.232-36, Payment by Third Party (31 U.S.C. 3332). (MAY 1999)

(18) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a). (AUG 1996)

(19) (i) 52.247-64, Preference for Privately Owned U.S.-Flag
Commercial Vessels (46 U.S.C. 1241). (JUN 2000)

(ii) Alternate I of 52.247-64. (APR 1984)

(c) The Contractor shall comply with the MMAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components

(2) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).
(MAY 1989)

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206
and 41
U.S.C. 351, *et seq.*). (MAY 1989)

(4) 52.222-43, Fair Labor Standards Act and Service Contract
Act-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and
41 U.S.C. 351, *et seq.*). (MAY 1989)

(5) 52.222-44, Fair Labor Standards Act and Service Contract Act-
Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (FEB 2002)

(6) 52.222-47, SCA Minimum Wages and Fringe Benefits
Applicable to Successor Contract Pursuant to Predecessor Contractor Collective
Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*). (MAY 1989)

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph

(d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in MMAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any MMAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components

(1) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212); (DEC 2001)

(2) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); (JUNE 1998)

- (3)52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); (JUNE 2000) and
(4)52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C 351, *et seq.*).

(End of clause)

DISPUTES (GPO Clause June 2008)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613, and as modified by Section 1501 of Title I of Division H of the Consolidated Appropriations Act, 2008, Public Law No. 110-161).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$50,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals, within ninety (90) days of receipt of a Contracting Officer's decision, to the U.S. Government Accountability Office Contract Appeals Board (GAO CAB), 441 G Street, NW, Room 7182, Washington, DC, 20548; Facsimile: 202-512-9749; E-Mail: CAB@gao.gov.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, interest shall be paid from the date that the Contracting Officer initially receives the claim.

A defective certification means a certificate which alters or otherwise deviates from the language in(d)(2)(iii) above, or which is not executed by a person duly authorized to bind the contractor with respect to the claim. Failure to certify shall not be deemed to be a defective certification.] Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6- month period as fixed by the Treasury Secretary during the pendency of the claim.

- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.
- (j) This contract clause, Disputes (GPO Clause June 2008), cancels and supersedes the contract clause, MMAR Dispute 52.233-1 (July 2002), and all other references to the contract clause, Disputes. This contract clause also cancels and supersedes any other disputes language currently included in existing contractual actions.

(End of Clause)

52.233-2

52.233-2 Service of Protest (AUG 1996)

Agency protests filed with the Contracting Officer shall be sent to the following address:

Contracting Officer

U.S. Government Publishing Office Acquisition Services: Room A530

732 North Capitol Street, NW Washington, DC 20401

Agency protests filed with the Director of Acquisition Services shall be sent to the following address:

Chief of Acquisition Services

U.S. Government Publishing Office Acquisition Services: Room A530

732 North Capitol Street, NW Washington, DC 20401

If a protest is filed with either the Director of Acquisition Services or with the Government Accountability Office (GAO), a complete copy of the protest (including all attachments) shall be served upon the Contracting Officer and the GPO General Counsel within one day of filing with the Managing Director, Customer Services or with the GAO. Service upon the GPO

Office of the General Counsel shall be made as follows:

General Counsel Office of the General Counsel. U.S. Government Publishing Office 732 North Capitol Street, NW Room C-814, Stop: GC Washington, DC 20401 FAX (202) 512-0076

(End of Clause)

GPO INVOICE INSTRUCTIONS July 2024

- I. Invoices shall be paid in accordance with the contract s terms and conditions, following receipt of a proper invoice under Part 3 of these instructions. Please note that the Prompt Pay Act (31 USC Chapter 39) does not apply to GPO.

Payments under this contract will be made by the GPO by electronic funds transfer (EFT). For additional information and questions please send an email to InvoiceGPO@gpo.gov.

The Contractor shall submit each invoice electronically via email to the following address invoicegpo@gpo.gov.

System for Award Management (SAM), formerly Central Contractor Registration (CCR) registration is required for all vendors doing business with the federal government with some exceptions. For mailing

in invoices, use the following GPO's address

US Government Publishing Office
(GPO) Office of Finance Mail Stop
FMCE
North Capitol & H Streets, NW
Washington, DC 20401
Phone (202) 512 0874

- II. Effective January 1, 1999, payments on all GPO purchase orders will 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 it is determined that the amount billed is incorrect, the invoice may be rejected by the Government, or the contractor may be required to submit a revised invoice.

NOTICE The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference

Materials Management Acquisition Regulation (MMAR) 52.232-33 Payment by Electronic Funds Transfer
Central Contractor Registration (May 1999)

- III. To constitute a proper invoice, each invoice must include the following information and/or attached documentation
- (1) Name, address and telephone of the Contractor
 - (2) Date of invoice and invoice number
 - (3) Contract number (Delivery or Task Order, if applicable) complete numbers (including task order or call number and contract line item(s)) and also modification number, if applicable. All relevant information to the invoice that the contract contains must be reflected on the invoice.
 - (4) Description (quantity, unit of measure, unit price, and extended price) of the supplies or services rendered (including hours incurred and billing rate, as applicable to the contract). All relevant information that the contract contains must be reflected on the invoice.
 - (5) Name, title, phone number, email and mailing address of person to notify in the event of a defective invoice.
 - (6) A schedule depicting the following information
 - a. Amount Invoiced: The Total Amount of Invoice and this Invoice Period separated by each CLIN Number (if applicable)
 - b. Total contract Price and price for each CLIN
 - c. Cumulative Amount Invoiced and Authorized Value of Contract Balance Remaining on Contract
 - d. If the contractor is billing for prices/costs incurred over more than a single month, the prices/costs for each month in which the costs were incurred and shall be segregated into the month they were actually incurred.
 - (7) Add all payment terms and related discount items on the invoice per the contract payment method and clauses.
 - (8) Name of Contracting Officer's Representative (COR) and
 - (9) Signature of authorized representative of the firm with the following invoice certification

The undersigned hereby certifies to the best of my knowledge and belief that the sum claimed under this contract is proper and due, and all the prices/costs of contract performance have been paid or to the extent allowed under the applicable payment clause will be paid by the Contractor when due in the ordinary course of business, the work reflected by these costs has been performed, and amounts involved are consistent with the requirements of this Contract.

BY NAME _____

TITLE _____

DATE _____

IV. In the event the contractor owes money to GPO, the contractor shall clear the amount owed to GPO first before any new invoices will be processed and paid. The contractor shall send a refund check to GPO to the address above and provide GPO with the tracking information.

V. Inquiries regarding the status of invoices may be directed to invoicegpo@gpo.gov

(End of Clause)

Section IV: List of Documents, Exhibits, and other Attachments

1. Statement of Work

Section V: Solicitation Provisions

INSTRUCTIONS TO OFFERORS

GENERAL

Contractors shall furnish the information required by this solicitation.

Contractors are expected to examine this entire solicitation document. Failure to do so will be at the contractor's own risk.

Quotes shall set forth full, accurate, and complete information as required by this solicitation package (including attachments). The penalty for making false statements in quotes is prescribed in 18 USC 1001.

The government intends to award a Firm-Fixed Price (FFP) contract in response to this solicitation.

The government is not responsible for costs incurred responding to this solicitation.

SUBMISSION OF QUOTES

- i. The government will not accept paper submissions.
- ii. The mandatory method for submission of quotations and revisions to the quotation is via electronic mail at the following addresses: Contract Specialist, Michael McKenzie at mrmmckenzie@gpo.gov

and Contracting Officer, Troy White at twhite@gpo.gov. Microsoft Office Word (*.doc or *.docx), Microsoft Office Excel (*.xls or *.xlsx), or Adobe Acrobat (*.pdf) are only the acceptable file formats. No single e-mail shall exceed 40MB. All attachments must be unzipped.

- iii. Electronic versions of quotations shall be submitted prior to **5:00 pm EST on 15 December 2025**.
- iv. Offerors shall include the solicitation number 040ADV-26-Q-0002 in the subject email. The cut-off date and time for submitting questions is at **5:00 pm EST, 3 December 2025**. Responses to all questions received prior to the deadline will be posted on sam.gov by amendment. Questions received after the deadline will not be answered.
- v. Multiple emails may be sent to accommodate the proposal size and content, but each email must clearly identify the attachments and instructions for assembling the proposal.
- vi. Offerors are responsible for submitting quotations, and any modifications, revisions, by the time specified in the solicitation. Any proposal, modification, or revision received at the government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered for award.
- vii. The Offeror must designate a point-of-contact (POC) for all communications associated with this solicitation. Contact information for the POC must be provided.
- viii. The point of contact responsible for supplying additional information and answering all inquiries is the Contracting Officer and Contract Specialist. All questions regarding this solicitation shall be submitted via email to the email addresses identified above.

Valid acceptance of offers. The offeror agrees to hold the prices in its offer firm for 90 days from the specified for receipt of offers, unless another time period is specified followed by an amendment to the solicitation.

Quote submission shall consist of two parts: Technical Submission and Price

The Government Publishing Office (GPO) will establish a FFP purchase order based on the lowest evaluated price of quotations meeting or exceeding the acceptability standards of non-cost factors – Lowest Priced Technically Acceptable (LPTA). The following non-cost factors will be used when evaluating quotations.

- Technical and Management Approach
- Past Performance

SECTION I - TECHNICAL SUBMISSION

The technical submission shall include the following:

FACTOR 1 – Technical and Management Approach
FACTOR 2 – Past Performance

FACTOR 1 – Technical Approach

Offerors shall provide an overview of the proposed solution to meet the objectives of the Statement of Work. The proposed solution shall include an explanation of how the contractor intends to manage and oversee the work required under this contract. The technical and management approach shall demonstrate a clear and thorough understanding of the work required. The approach shall also include a **timeline** of the work to be performed.

The technical and management approach shall include resumes for any equipment inspectors and any other necessary certification that align with industry standards. Resumes shall demonstrate at least five years of experience in similar efforts.

TECHNICAL ASSUMPTIONS

Technical submissions shall include all (if any) assumptions, conditions, or exceptions with any of the terms and conditions of this solicitation or Statement of Work. If not noted in this section of the quote, it will be assumed that there are no assumptions for award, and that the contractor agrees to comply with all the terms and conditions as set forth herein.

FACTOR 2 – Past Performance

The contractor shall complete and submit relevant project summaries for at least three (3) but not more than five (5) relevant projects or contracts. Submissions shall identify contracts/agreements with the government and/or commercial customers that demonstrate recent and relevant past performance to the purpose, scope, and complexity of this requirement.

Past performance submissions shall include the following:

1. Name of government agency/commercial organization.
2. Points of contact.
3. Contract/agreement number (if applicable).
4. Status (e.g. completed, in progress, etc.).
5. Dollar value and type of contract/agreement.
6. A brief narrative of why the submission is relevant to this effort.

The contractor is responsible for ensuring the information provided is accurate and complete. Points of contract listed may be contracted for performance feedback.

The government may also consider information obtained from other sources, such as sam.gov, fapiis.gov, CPARS, etc.

SECTION II – Price

Offerors shall complete the Contract Line-Item Number (CLIN) section above as part of the solicitation. Additional pricing narratives or information may be submitted as necessary to help the government reach a price fair and reasonable determination.

Any assumptions, conditions, or exceptions shall be submitted along with pricing information as the offeror deems necessary.

Discounts are encouraged, if applicable.

EVALUATION

BASIS FOR AWARD

The government intends to award a Firm-Fixed Price (FFP) purchase order based on the lowest evaluated price of quotations meeting or exceeding the acceptability standards for non-cost factors - Lowest Price Technically Acceptable (LPTA). Technically Acceptable offers must be rated 'Acceptable' for Factor 1, and 'Satisfactory' for Factor 2.

SECTION I – Technical Evaluation

FACTOR 1 – Technical and Management Approach

The government will evaluate the extent to which the offeror's quotation reflects an acceptable understanding of the SOW objectives, resources, schedules and other requirements essential to successful performance; has an ample probability of satisfying the requirement or meets the requirement; any weaknesses can be readily corrected.

Evaluators will consider the offeror's understanding, competency, and approach for fulfilling this requirement for GPO.

The evaluation will include submitted resumes, a timeline, and any other submitted narratives or supporting information to arrive at an evaluation rating.

The following evaluation ratings will be used for Factor 1:

Ratings	Factors 1 Evaluation Definitions
Acceptable	An acceptable quotation demonstrates a thorough understanding of the SOW, objectives, required resources, schedule, and other requirements essential to successful performance. Acceptable offers provide ample probability of satisfying requirements, and any minor weaknesses can be readily corrected. Offers include resumes for proposed inspectors that demonstrate at least five years of experience in similar projects or efforts, and the submitted proposed timeline demonstrates a clear understanding of the work required.
Unacceptable	An unacceptable quotation lacks a thorough understanding of the SOW, objectives, required resources, schedule, and other requirements essential to successful performance. Unacceptable offers show a likely probability of not satisfying requirements, and enough weaknesses are present to the point that they cannot be readily corrected. Unacceptable offers do not include the required resumes that demonstrate at least five years of experience in similar projects or efforts, and the timeline either wasn't submitted or fails to demonstrate a clear understanding of the work required.

FACTOR 2 – Past Performance

Past performance summaries/narratives submitted will be evaluated using the evaluation ratings below.

The government reserves the right to obtain and utilize information from other sources not provided by the contractor.

The following evaluation ratings will be used for Factor 2:

Ratings	Factor 2 Evaluation Definitions
Satisfactory	The offeror's past performance of previously awarded recent and relevant projects met or exceeded most, if not all, project requirements. The company may have performed with some problems, for which corrective actions taken by the contractor were, or are expected to be, effective. Performance of completed projects was consistently of adequate or better quality. The offeror's past performance record leads to an expectation of successful performance.
Unsatisfactory	The offeror's performance of previously awarded recent and relevant projects did not meet some or most project requirements and recovery, if any, did not occur within the stated period of performance. The offeror's

	performance reflected some serious problems for which the offeror either failed to identify or implement corrective actions in a timely manner, or for which correctable actions were mostly ineffective. Performance of completed projects was consistently of mediocre or poor quality. The offeror's past performance record leads to a reasonable expectation that successful performance would not be achieved or that it can occur only with increased levels of government management and oversight.
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SECTION II – Price Evaluation

The Government will evaluate each quotation for price reasonableness. The Government reserves the right to reject any quotation that includes assumption that adversely impacts work requirements. If prices cannot be determined fair and reasonable, the offer's quote will be removed from consideration.

(End of Provisions)