

U.S. GOVERNMENT PRINTING OFFICE
New Orleans, Louisiana

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

NAVOCEANO Newsletter

as requisitioned from the U.S. Government Printing Office (GPO) by the

Department of the Navy
Naval Oceanographic Office
Stennis Space Center, Mississippi

Single Award

NOTICE TO BIDDERS: The term of this contract is for the period beginning Date of Award and ending September 30, 2005 with an option for an additional 4 years, beginning October 1, 2005, October 1, 2006, October 1, 2007 and October 1, 2008.

BID OPENING: Bids shall be publicly opened at 11 a.m., prevailing New Orleans, Louisiana time, on , 2004 at 423 Canal Street, Room 310, New Orleans, Louisiana, 70130.

Reports of Fraud, Waste, and Abuse can be made in strict confidence to the GPO Inspector General toll-free National Hotline 1-800-743-7574.

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

For information of a technical nature call G.J. Finnegan at (504) 589-2538.
(No collect calls).

SECTION 1.- GENERAL TERMS AND CONDITIONS

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

PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP. 1990): (a) The Government, at its election, may reduce the price of a fixed-price-type contract or contract modification and the total cost and fee under a cost-type contract or contract modification by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the Public Printer or his or her designee, determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act as amended (41 U.S.C. 423) as implemented in the FAR. In the case of a contract modification the fee subject to a reduction is the fee specified in the particular contract modification at the time of execution, except as provided in subparagraph (b)(5) of this clause.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award notwithstanding any minimum fee or "fee floor" specified in the contract.

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30% of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point;

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award;

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts or contract modifications, by 10% of the initial contract price; 10% of the contract modification price; or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award or modification.

(c) The Government may, at its election, reduce a prime Contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedy in paragraph (a) and (c) of this clause, the Government may terminate this contract or modification for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Pub. 310.2, effective December 1, 1987 (Rev. 9-88)) and GPO Contract Terms, Quality Assurance Through Attributes Program (GPO Pub. 310.1, effective May 1979 (revised December 1992)).

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

Product Quality Levels:

- (a) Printing Attributes -- Level III.
- (b) Finishing Attributes -- Level III.

This means production by any method as long as the requirements for Quality Level III are maintained.

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

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

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

| Attribute | Specified Standard |
|--|-------------------------|
| P-7. Type Quality and Uniformity | OK'd Page Proofs |
| P-8. Halftone Match (Single and Double Impression) | Furnished Camera Copy |
| P-9. Solid and Screen Tint Color Match | Pantone Matching System |

NOTE: American National Standards Institute (ANSI) standards. ANSI standards cited in this part are available from the American National Standards Institute, 11 West 42nd St., New York, NY 10036 or from their web site: <http://web.ansi.org/default.htm>

FACSIMILE BIDS: Facsimile bids are permitted.

(a) Definition. "Facsimile bid," as used in this solicitation, means a bid, modification of a bid, or withdrawal of a bid that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

(b) Bidders may submit facsimile bids as responses to this solicitation. These responses must arrive at the place and by the time specified in the solicitation.

(c) Facsimile bids that fail to furnish required representations or information or that reject any of the terms, conditions, and provisions of the solicitation will be excluded from consideration.

(d) Facsimile bids must contain the required signatures.

(e) The Government reserves the right to make award solely on the facsimile bid. However, bidders agree to promptly submit the complete original signed bid.

(f) Submit facsimile bid to FAX No. (504) 589-2542, one bid per facsimile.

(g) If the bidder chooses to transmit a facsimile bid, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to, the following:

- (1) Receipt of garbled or incomplete bid.
- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of bid.
- (5) Failure of the bidder to properly identify the bid.
- (6) Illegibility of bid.
- (7) Security of bid data.

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

OPTION TO EXTEND THE CONTRACT TERM: The Government may extend the term of this contract by written notice to the contractor not later than 60 days before the contract expires. If the Government exercises an option, the extended contract shall be considered to include this clause. The duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

Notwithstanding the above paragraph, at the request of the Government, the term of any contract resulting from this solicitation may be further extended for such period of time as may be mutually agreeable to the GPO and the contractor.

ECONOMIC PRICE ADJUSTMENT: The prices set forth in this contract shall be adjusted in accordance with the provisions of this clause, provided that, in no event will prices be revised to exceed the maximum permissible under any law existing as of the date of the contract or as may be hereafter promulgated.

Price adjustment period: For the purpose of this clause, the program years shall comply with the Contract Term clause. There shall be no price adjustment for orders placed during the first program year of this contract.

Price adjustment: The prices shall be adjusted on the basis of the "Consumer Price Index For All Urban Consumers - Commodities Less Food, Seasonally Adjusted," published monthly in the CPI Detailed Report by the Department of Labor, Bureau of Labor Statistics, in the following manner:

(1) The contract price of orders placed during the adjusted period (excluding reimbursable postage or transportation costs) shall be adjusted by the percentage increase or decrease in the average, seasonally adjusted Consumer Price Index For All Urban Consumers - Commodities Less Food (seasonally adjusted) as follows: An index shall be calculated by averaging the 12 seasonally adjusted months ending 3 months prior to the expiration of the first period of the contract. This average is then compared with the average index for the 12-month period ending 3 months prior to the beginning of the contract, called the base index. The percentage increase or decrease by comparing these two indexes shall be applied to the contractor's invoices for orders placed during the price adjustment period.

(2) The Government will notify the contractor in writing of the percentage increase or decrease to be applied to any invoices to be submitted for orders subject to price adjustment in accordance with this clause. Such percentage will be determined from the published index as set forth above. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs. Any applicable discounts will be calculated on the basis of the invoice price as adjusted.

If the Government exercises an option, the extended contract shall be considered to include this economic price adjustment clause.

RECOVERED MATERIALS PROGRAM: The Government Printing Office is promoting the use of recovered materials in its contracts to the maximum extent practicable, provided all specification requirements are met. Offerors are encouraged to supply paper and paper products that contain recovered materials even in the absence of a specific solicitation provision or contract clause requiring such materials.

Recovered materials shall mean "recovered fiber" or "postconsumer recovered fiber". However, when used in conjunction with the cotton/linen content of paper, "recovered fiber" means a postconsumer fiber and "recovered material" means a preconsumer fiber.

By submission of a bid or offer, or by substantial performance on a small purchase, the offeror certifies that the paper to be supplied contains at least the minimum percentage of recovered materials in the paper products as specified. This certification concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001. The Government reserves the right to require proof of such certification prior to first delivery and thereafter as may be otherwise provided for under the provisions of the contract.

When the use of recovered materials is specified, the contractor shall maintain manufacturer/mill accounting and record summaries on the fiber weight content used as feed stock, for the purposes of Government audit, that will verify (a) the contractor's certification of the minimum percentage of recovered materials used in the performance of the contract, (b) that the paper and paper products are in compliance with the specification requirements, and (c) the paper is manufactured in accordance with the Environmental Protection Agency (EPA) Paper Products Recovered Materials Advisory Notice (61 FR 26985, May 29, 1996) whether the products are manufactured by the contractor or another paper mill. The contractor, if not the manufacturer, shall obtain this information from the paper manufacturer. The contractor shall maintain, and make available to the Government, these documents for one year after the expiration of the contract. Nothing in this clause shall excuse the contractor from furnishing the specified paper.

PAYMENT: Submit all vouchers to: Comptroller, Stop FMCE, Office of Financial Management, U.S. Government Printing Office, Washington, DC 20401.

PAYMENT BY ELECTRONIC FUNDS TRANSFER (EFT): Public Law 104-134 of April 26, 1996, requires that Federal agencies convert from making payment by check to paying by electronic funds transfer (EFT). Accordingly, the U.S. Government Printing Office (GPO) intends to issue payment by EFT under any contract or purchase order resulting from this solicitation, unless a contractor certifies that it does not have an account with a financial institution or authorized payment agent.

Contractors who do not have an account with a financial institution or authorized payment agent must certify this in writing to the Public Printer of the United States, and submit this statement to the attention of the Assistant Comptroller at the address below. In accordance with Public Law 104-134, these certifications will automatically terminate on January 1, 1999, after which time all contractors will be paid through EFT.

To arrange for EFT payment, contractors must complete a Standard Form 3881 (ACH Vendor/Miscellaneous Payment Enrollment Form) and submit it to: U.S. Government Printing Office, Procurement Accounting Division, Stop FMC, Washington, DC 20401. SF-3881 is available by calling 202-512-0800 or toll free 1-800-245-5476 or by fax request to 202-512-1410. A new SF-3881 should be submitted for changes in company or financial institution information. Contractors already registered for EFT with the GPO need not reapply.

PREAWARD SURVEY: In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct a preaward survey or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to award of a contract.

 **POSTAWARD CONFERENCE:** The total requirements of the job as indicated in these specifications, will be reviewed by Government representatives with the contractor's representatives at the NAVO, Stennis Space Center, Mississippi immediately after award.

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

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from **Date of Award** through **September 30, 2005**. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

REQUIREMENTS: This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

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

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

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

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

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

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

DELIVERY / SHIPPING STATUS INFORMATION: The contractor is to use the GPO furnished form to report the delivery/shipping status on each order. The form is to be reproduced as needed by the contractor. This information **MUST BE FURNISHED** to GPO – New Orleans on each order. The information as contained on this form is to be faxed to (504) 589-2542 or 589-3013 or called to (504) 589-2538. **NO COLLECT CALLS.**

SECTION 2.- SPECIFICATIONS

SCOPE: These specifications cover the production of a newsletter requiring such operations as copy pickup, proofs, films, printing, binding, labeling, packing, and distribution.

TITLE: NAVOCEANO Newsletter.

FREQUENCY OF ORDERS: The customer agency anticipates approximately 6 orders, as needed per.

QUANTITY: Approximately 1,000 to 2,500 copies with an average of 1,800 copies per order.

NUMBER OF PAGES: Approximately 8 to 24 pages, average 12 pages.

SIZE: 8½ X 11 inches.

SPECIAL SOFTWARE CONSIDERATION: (a) Office Graphics files (e.g., files from Presentations, Word Processing, or other non-publishing applications) are furnished for this procurement. Additional system work may be required to produce acceptable output as per specifications.

(b) The contractor will not receive additional compensation or time for common errors associated with the output of Office Graphics files. Common errors include, but are not limited to: (1) color issues and shifts (RGB color data, no spot colors, loss of black plate), (2) page integrity (text reflow), (missing prepress features (e.g., bleeds, trim marks), or (4) loss of text characters from graphic elements.

(c) If supplied by the Government, a visual will be considered the standard for output. The contractor must ensure that the page integrity (e.g., reflow) of the final output matches the furnished visual. Unless otherwise specified, (1) the vendor **MUST** output from supplied files and (2) shooting, scanning or otherwise using the supplied visual as reproduction copy is unacceptable. Vendors should match final output to any supplied color visual.

Color should match as closely as possible given differences between inks, tones, and dyes. If no color visual is supplied, psychological reference colors (e.g., green grass, blue sky) will be used as the color standard.

ELECTRONIC PREPRESS: Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required reproduction image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported the Contracting Officer at (504) 589-2538. **NO COLLECT CALLS.**

The contractor shall create or alter any necessary trapping, set proper screen angles and screen frequency, and define file output selection for the imaging device being utilized. Furnished files must be imaged as necessary to meet the assigned quality level.

The contractor shall have available all the screen and printer fonts required to successfully output each page. The fonts that are required are Times New Roman; Arial; Lucida Sans and Helvetica by Adobe. Other fonts will be provided by NAVOCEANO as needed.

The contractor shall make all revisions to the electronic files.

Prior to making revisions, the contractor shall copy the furnished files and make all changes to the copy.

Upon completion of each order, the contractor must furnish final production native application files (digital deliverables) with the furnished material. The digital deliverables must be an exact representation of the final printed product and shall be returned on the same type of storage media as was originally furnished. The Government will not accept, as digital deliverables, PostScript files, Adobe Acrobat Portable Document Format (PDF) files, or any proprietary file formats other than those supplied, unless specified by the Government.

GOVERNMENT TO FURNISH: Electronic media produced on a Windows 95/98/NT/2000 machine using QuarkXpress, 5.0 and Adobe Photoshop 7.0 in program format.

Print orders (GPO Form 2511).

Distribution list furnished **on electronic media** (using either Word or Excel). The contractor will be required to make mailing labels from the information contained therein.

Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried on copy or film, must not print on finished product.

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under "Government to Furnish," necessary to produce the product(s) in accordance with these specifications.

MAILING LIST: Contractor will be required to reproduce addresses from furnished mailing list and store each mailing list separately for updating and subsequent mailouts. Approximately 300 different addresses on list; the actual number of addresses will be determined by the ordering agency.

NOTE: All furnished mailing lists are the property of the Government and are not to be used for any other purpose, other than as specified in this contract, by anyone without the expressed written permission of the Government. Upon termination of this contract, or at the request of the Government, all mailing lists held by the contractor must be completely updated and returned, at contractor's expense, to the Government at the address specified.

FILMS: Films, if produced, may be opaqued on either the emulsion or non-emulsion side. All halftones are to be 133-line screen or finer. Films **MUST BE DELIVERED TO THE ORDERING AGENCY** 30 days after delivery of the finished product, except those ordered held for reuse in subsequent orders.

Illustrations (halftone and line drawings) will require enlargements, reductions, screening, special mortising, opaquing, stripping, etc., by the contractor from artwork provided. Illustrations in final form may vary in size from 1 X 1" to 8 X 5" or to conform with the space allowed. It is anticipated that illustrations will constitute approximately 10 to 15% of the printed space, averaging approximately 48 illustrations per issue, exclusive of certain artwork which will generally be the same for all orders (banner head, publication box, etc.).

PROOFS: 3 set(s) of one-piece laminated color proofs (2 sets to the ordering agency and 1 set to GPO New Orleans) of the entire product. At contractor's option, digital color proofs (Kodak Approval, Screen TrueRite, or similar) with a minimum resolution of 1800 dpi may be furnished. Proofs will be used for color match on the press.

These proofs must have all elements in proper position. The proofs should have color control bars, tint patches and dot gain scale (such as, Brunner, GATF, GRETAG, or RIT) repeated across sheet. If digital proofs are provided, the make and model number of the proofing system utilized shall be furnished with the proofs.

An equivalent digital proof may be considered. If a digital proof is proposed, each bidder shall list in the bid the make and model number of the proofing device.

The U.S. Government Printing Office reserves the right to require samples and to judge the suitability of any digital proof offered. If the samples are disapproved by the Government, the contractor will be required to submit analog proofs in accordance with the contract.

If changes must be made to the first proof, a second electronic PDF proof of the pages with changes is requested.

One set of proofs, as finally approved by the department will be retained by the department.

STOCK: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 11" dated February 1999.

White Matte Coated Offset Book, basis size 25 x 38", 70 lbs. per 500 sheets, equal to JCP Code A240.

PRINTING: Print head-to-head in black ink plus one additional Pantone color on all pages, ensuring clarity of halftones.

Match Pantone number as indicated on the print order.

➔ **MARGINS:** As noted on the print order or furnished visual. Image may bleed head, foot, outside and/or print to the bind.

BINDING: Gather press sheets, fold to 8 ½ X 11", saddle-wire stitch in two places and trim three sides.

PACKING: Mailed shipment: Single copies, except those sent to foreign destinations, must be mailed as self-mailers.

Quantities over 1 lb., up to 12 pounds, must be inserted into cushioned shipping bags or wrapped in shipping bundles (maximum gross weight 14 pounds).

INSPECTION SAMPLES: 2 inspection samples, shall be sent for inspection to the U.S. Government Printing Office, New Orleans Satellite Printing Procurement Office, 423 Canal Street, Room 310, New Orleans, LA 70130, Attn: Inspection Samples. These samples cannot be deducted from the total quantity ordered. The package or envelope containing the samples shall be identified by the GPO jacket number, program number, print order number, title, and include a facsimile of the print order on which they were ordered. The contractor will comply with the shipping schedule regardless of this requirement and will be notified of the test results only if there are deficiencies.

QUALITY ASSURANCE RANDOM COPIES: In addition to the Departmental Random Copies (Blue Label), the contractor may be required to submit quality assurance random copies to test for compliance against the specifications. The print order will indicate the number required, if any. When ordered, the contractor must divide the entire order into equal sublots and select a copy from a different general area of each subplot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. Copies will be paid for at the running rate offered in the contractor's bid and their cost will not be a consideration for award.

The copies are to be mailed at the same time as the first scheduled shipment. A copy of the print order must be included. A U.S. Postal Service approved Certificate of Mailing, identified by Program, Jacket and Print Order numbers, must be furnished with billing for reimbursement of certificate fee.

DEPARTMENTAL RANDOM COPIES (BLUE LABEL): All orders must be divided into **50** equal sublots. A random copy must be selected from each subplot. Do not choose copies from the same general area in each subplot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. The random copies constitute a part of the total quantity ordered, and no additional charge will be allowed.

These randomly selected copies must be packed separately and identified by a special government-furnished blue label, affixed to each affected container. The container and its contents shall be recorded separately on all shipping documents and sent in accordance with the distribution list to the Department at the address noted under the "Distribution" section.

A copy of the PRINT ORDER/SPECIFICATION and a signed Government-furnished certificate of selection, must be included.

These randomly selected samples must be packed separately and must be identified by a special government-furnished blue label, which is to be affixed to each affected container. These random sample copies must be recorded separately on all shipping documents and sent in accordance with the distribution list to the Department, see "Distribution" below for address. The random inspection samples constitute a part of the total quantity ordered, and no additional charge will be allowed.

In addition, a copy of the PRINT ORDER/SPECIFICATION along with the signed selection certificate, which will be furnished, must be included with the samples.

DISTRIBUTION: Mail f.o.b. contractor's city approximately 300 copies to multiple destinations and deliver f. o. b. destination approximately 1,500 copies to Naval Oceanographic Office, 1002 Balch Blvd., Stennis Space Center, Mississippi, 39522. Complete addresses and quantities will be furnished with the print orders.

NOTE: Contractor may be required to obtain a visitor's pass each visit and prior to entry onto the Stennis Space Center facility.

The contractor will apply the appropriate postage to each mailing. Contractor will be reimbursed for postage by submitting a properly completed Postal Service receipt of mailing or a notarized statement indicating the number of mailing units (envelopes, packages, containers, etc.) and the number of copies per unit with the voucher for billing.

All mailing shall be made at the Bulk Third Class rate. All copies mailed must conform to the appropriate regulations in the U.S Postal Service manuals for "Domestic Mail" or "International Mail" as applicable.

Upon completion of each order, the contractor will return a photocopy of the appropriate mailing statement or statements, supplied by USPS (listing time, date, and charges) as proof of shipment to the Department, Attn: Lanee Cooksey at the address under "Distribution."

All expenses incidental to returning materials, submitting proofs, and furnishing sample copies must be borne by the contractor.

NOTE: Special care must be taken to assure that the furnished material is not damaged in any way. The contractor will be liable for the cost incurred in replacing any damaged material.

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

Furnished material must be picked up from and delivered to the department at contractors expense from the Naval Oceanographic Office, 1002 Balch Blvd., Stennis Space Center, Mississippi, 39522.

NOTE: If the contractor uses an agent/courier for the pickup of the Government Furnished Material and print order, an adequate supply of completed airbills/manifests must be supplied to the ordering agency. Airbills/manifests are to list your firm as both the shipper (origin) and receiver (consignee) and shall be delivered to the ordering agency prior to the first scheduled print order. The Government will not be responsible for this service the cost of this must be contained in your firm's bid.

The following schedule begins the workday after notification of the availability of print order and furnished material.

The numbers under the column headed "WD After" represent the number of workdays allowed to complete that certain part of the schedule after completion of the preceding part.

| | <u>WD After</u> |
|--|-----------------|
| Contractor submit one-piece laminated color proofs..... | 4 |
| Department will hold proof..... Approval may be given by telephone/fax/email. | 1 |
| Contractor must make complete production and distribution..... | 5 |

The contractor must not print until receipt of an "OK to Print".

The ship/delivery date indicated on the print order is the date products ordered must be delivered to the USPS for mailing and all other quantities delivered to the address as listed under DISTRIBUTION.

Unscheduled materials such as shipping documents, receipt or instructions, delivery list, labels, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the delivery schedule because of failure to request such information.

RECEIPT FOR DELIVERY: Contractor must furnish their own receipts for delivery. These receipts must include the GPO jacket, program, and print order numbers; total quantity delivered, number of cartons, and quantity per carton; date delivery made; and signature of the Government agent accepting delivery. **The contractor must be able to produce a separate signed receipt for these products at any time during the contract.** The original copy of this receipt must accompany the contractor's voucher for payment.

RETURN OF GOVERNMENT FURNISHED PROPERTY: The contractor must return all camera copy and/or films furnished by the Government along with any films made by the contractor together with one printed sample of each job to the address listed under "DISTRIBUTION".

These materials must be packaged, properly labeled, and delivered separate from the entire job. **The contractor must be able to produce a separate signed receipt for these materials at any time during the contract.**

All expenses incidental to delivering materials, submitting proofs, and furnishing sample copies must be borne by the contractor.

SECTION 3.- DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices quoted in the "Schedule of Prices" to the following units of production which are the estimated requirements to produce for 1 years orders under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered during a like period of time.

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

| | | |
|----------|-----|-----|
| I. | (1) | (2) |
| (a) | 72 | 130 |
| II. (a) | 12 | |
| (b) | 6 | |
| (c) | 6 | |
| III. (a) | 18 | |

| | | | |
|--|--|--|---------|
| Firm's Name Address City, State Zip Code | <input type="checkbox"/> Bid Enclosed <input type="checkbox"/> No Bid | US Government Printing Office 423 Canal Street, Room 310 New Orleans, LA 70130-2341 | Postage |
| Program Number Bid Opening Date | | | |

The envelope used to forward your bid must include the information as shown above.

U.S. GOVERNMENT PRINTING OFFICE
Printing Procurement Department
BID

GPO Form 910

All bids are subject to: (I) GPO Contract Terms (Pub. 310.2); (ii) representations and certifications (on reverse) which are enclosed or incorporated herein by reference. Check or complete all applicable boxes of representations and certifications printed on reverse of this form. Also representations and certifications in GPO Contract terms (pub. 310.2). Attach all required certifications to this bid form.

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

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

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

OR

JACKET NO. _____

BID _____

ADDITIONAL _____ RATE _____

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

Bidder hereby acknowledges amendment(s) number(ed) _____

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

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

COMPANY SUBMITTING BID

Company _____

Address _____

City _____, State _____ ZIP _____

GPO Contractor Code (if known) _____

Telephone Number _____

PERSON AUTHORIZED TO BID

Name _____

Title _____

Signature _____

Date _____

Facsimile Number _____

Contracting Officer Review _____
Initials _____ Date _____

Certifier _____
Initials _____ Date _____

RETURN THIS FORM IN DUPLICATE

Representations and Certifications

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

REPRESENTATIONS.

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

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

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

CERTIFICATIONS.

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

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

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

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

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

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

C-3. Buy American Certification. Except those listed with the bid itself, the bidder certifies with the submission of a bid that each end product is a domestic end product (as defined in article 37 "Buy American Act" of Contract Clauses) and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States. Any exception listed with the bid itself must list both the excluded end products and the country of origin of each.

C-4. Cleans Air and Water. Submission of a bid without statement of exception shall constitute certification.

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

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

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

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

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

(a) The offeror certifies that-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Retain the certification in the files; and

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

SECTION 4.- SCHEDULE OF PRICES

SUBMISSION OF OFFERS AND EVALUATION: The bid shall be based upon supplying paper that meets or exceeds the minimum percentage of waste paper in accordance with "Government Paper Specification Standards No. 11, dated February 1999. By submission of an offer, bidders are certifying that the paper to be supplied contains at least the minimum percentage specified. This certification concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001. The Government reserves the right to require proof of such certification prior to first delivery and thereafter as may be otherwise provided for under the provisions of the contract.

Bids offered are f.o.b. contractor's city for all shipments sent by postage and fees paid labels and f.o.b. destination for all other shipments.

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

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

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

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

Fractional parts of 1,000 will be prorated at the per 1,000 rate.

Prices must be submitted for the entire term of the contract and bids qualified for a lesser period will not be considered.

I. COMPLETE PRODUCT: Prices quoted shall include the cost of all required materials and operations (Except those items listed under Item III) necessary for the complete production and distribution of the product listed in accordance with these specifications.

| | |
|---------------------|---------------------|
| <u>Makeready</u> | <u>Running Per</u> |
| <u>and/or setup</u> | <u>1,000 copies</u> |
| (1) | (2) |

(a) Printing in black plus 1 additional Pantone Color.....per page...\$_____ \$_____

(Initials)

SCHEDULE OF PRICES

II. ADDITIONAL OPERATIONS: Charges for author's alterations will not be honored unless the voucher which is submitted to the GPO is supported by all proofs showing changes and in the case of material ordered killed", a signature authorizing the destruction.

(a) Halftones, any size.....not furnished electronically...each...\$_____

Author's Alterations

(b) Text.....per page...\$_____

(c) Illustrations, any size.....not furnished electronically...each...\$_____

III. DISTRIBUTION:

Mailing, includes affixing labels and delivery to a post office.

(a) Affixing address labels on single copies (self-mailer).....per 100 labels...\$_____

NOTICE: Bidders should complete the following information.

1. Proposed carrier(s) for pickup of Government Furnished Material....._____

a. Number of hours from acceptance of print order to pickup of Government
Furnished Material....._____

b. Number of hours from pickup of Government Furnished Material to
delivery at contractor's plant....._____

2. Proposed carrier(s) for delivery of completed product....._____

a. Number of hours from notification to carrier to pickup of completed product..._____

b. Number of hours from pickup of completed product to delivery at destination..._____

(Initials)

SCHEDULE OF PRICES

BIDDERS NAME AND SIGNATURE: Fill out and return all pages in "Section 4.- Schedule of Prices", initial or sign each in the space provided and submit with GPO Form 910, "Bid". Do not enter bid prices on GPO Form 910.

NOTE: The schedule of prices will prevail in instances where prices are inadvertently entered on GPO Form 910.

Bidder _____

(City - State)

By _____

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

(Person to be contacted)

(Telephone Number)

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

Post Office located at Street Address _____

City _____, State _____, Zip Code _____.

RETURN THIS PAGE IN TRIPLICATE