

U.S. GOVERNMENT PRINTING OFFICE
Seattle, Washington

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Madigan Prescription Labels

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

Department of the Army
Madigan Army Medical Center
Tacoma, Washington

Single Award

The term of this contract is for the period

beginning January 1, 2009, and ending December 31, 2009

BID OPENING: Bids shall be publicly opened at 2:00 p.m., prevailing Seattle, WA, time, on December 17, 2008.

CONTRACT TERM: The term of this contract is for one year (the base year), and four option years. Attention is directed to the clauses: "Economic Price Adjustment," and "Option to Extend the Contract Term."

Fill out and mail Section 4; Schedule of Prices; of this specification with a copy of the 910 form to: U.S. GOVERNMENT PRINTING OFFICE; 4735 E. Marginal Way South; Seattle; Washington; 98134. Mark your bid "ATTN: 1096-S" on the out side of the envelope.

The following web address will allow you to print a copy of the 910 form, which is normally found in the back of the specifications. <http://www.access.gpo.gov/procurement/bids910.pdf>

The following web address will allow you to print a copy of the current pricing abstract, which is normally found in the back of the specifications. <http://winapps.access.gpo.gov/ppd/abstracts/seattle/default.asp> Scroll down and click on 1096-S. The spread sheet will be in a PDF format.

CONTRACT TERM: The term of this contract is for one year (the base year), and four option years. Attention is directed to the clauses: "Economic Price Adjustment," and "Option to Extend the Contract Term."

For information of a technical nature call Ken Foster, Ext. #17, or e-mail kfoster@gpo.gov, other questions should be directed to the contract administrator, Lautretz Moore, Ext. #12, or e-mail lmoore@gpo.gov, No collect calls, 206-764-3726.

SECTION 1.- GENERAL TERMS AND CONDITIONS

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. 6/01)), and GPO Contract Terms, Quality Assurance Through Attributes Program (GPO Pub. 310.1, effective May 1979 (revised December 1992)). <http://www.gpo.gov/printforms/index.html> This link will able viewing of the most current versions of the aforementioned documents.

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

Product Quality Levels:

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

Inspection Levels (from MIL-STD-105):

- (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:

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	Furnished negative or average type dimrnson.
P-9. Solid and Screen Tint Color	Pantone Matching System.

SUBCONTRACTING: The predominant production function is press-work.

Using this contract to print "official use only" documentation shall be held in strict confidence and not disclosed to unauthorized parties or used for any purpose other than in performance of this contract. Orders placed on this contract constitutes an asset of value to the Government; therefore, the contractor is required to destroy all scrap and/or unused copies after delivery of each order placed.

OPTION EXTENSION OF CONTRACT TERM: The Government may extend the term of this contract by written notice to the contractor no later than 60 days before the contract expires. If the Government exercises this option, the extended contract will include all provision herein. The total duration of this contract, including the exercise of any options, will not exceed five years.

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 on page 1. 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", published monthly in the CPI Detailed Report by the U.S. 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 as follows: An index shall be calculated by averaging the 12 seasonally adjusted months ending 3 months prior to the expiration of the first program year 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.

LIMITATION OF PERFORMANCE AND CONTRACTOR OBLIGATIONS: Funds are available for performance of this contract for the first program period only. The amount of funds available at award is not considered sufficient for the performance required for any program period other than the first program period. When additional funds are available for the full requirements of the next succeeding program period, the Contracting Officer shall, not later than the date specified in the "Options" clause (unless a later date is agreed to), so notify the contractor in writing.

The Government's obligation to the contractor, as specified and limited under this contract, extends only to work under program period requirements for which funds have been made available and as obligated by each print order.

The contractor is not obligated to incur costs for the performance required for any program period after the first unless written notification is received from the Contracting Officer of an increase in availability of funds. If so notified, the contractor's obligation shall increase only to the extent contract performance is required for the additional program period for which funds have been made available.

If this contract is terminated under the "Termination for the Convenience of the Government" clause "total contract price" in that clause means the amount available for performance of this contract, as provided for in this clause. The term "work in process" in that clause means the work under program period requirements for which funds have been made available. If the contract is terminated for default, the Government's rights under this contract shall apply to the entire multiperiod requirements.

FACSIMILE BIDS: The solicitation provision in GPO Contract Terms (Pub. 310.2) permitting facsimile bids means a bid that has been transmitted to and has been received by a commercial enterprise via facsimile and subsequently delivered to the Government. **Facsimile bids transmitted to GPO offices will not be considered.**

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

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 this contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under this contract from January 1, 2009 through December 31, 2009. All print orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any print order. When mailed, a print order shall be "issued" for purposes of this contract at the time the Government deposits the order in the mail.

PAYMENT: Submit all vouchers to: Comptroller, Stop FMCE, Financial Management Service, U.S. Government Printing Office, Washington D.C., 20401. Using the GPO barcode cover sheet and faxing your invoice to GPO is the fastest and safest method of getting paid. Your voucher goes directly into the electronic database of vouchers and is scheduled for payment. The following website address will allow you to create the GPO payment barcode cover page. <http://winapps.access.gpo.gov/fms/vouchers/barcode/>

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 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.

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" as defined in "Government Paper Specification Standards No. 11," published by the Joint Committee on Printing. 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.

SECTION 2.- SPECIFICATIONS

SCOPE: These specifications cover the production of labels requiring such operations as printing, die-cutting, packing, and delivery.

TITLE: Madigan Prescription Labels.

FREQUENCY OF ORDERS: Approximately 6 orders per year.

QUANTITY: Approximately 10,000 to 100,000, with most orders requiring 100,000 per order.

SIZE: Label -- 2-3/4 x 4-1/4"; backing sheet -- 3-1/2 x 4-1/2".

GOVERNMENT TO FURNISH:

Manuscript copy; contractor may re-typeset the type, but must match typeface and sizes., or negative(s).

Electronic media on floppy disks, Thumb Drive, DVD, CD-ROM, both IBM and/or Macintosh compatible. Software on the above diskettes could include but not limited to: CorelDraw, PhotoShop, PageMaker, InDesign, Quark XPress, Freehand, Suitcase, PDF files, Microsoft Office Suite of products, Illustrator and PostScript files. Software will be in a variety of versions. Printer fonts will be provided on the disk. The contractor must have the current versions and upgrade as they become available.

One reproduction proof (image size 7-7/8 x 6-1/8") for shipping container labels.

CONTRACTOR TO FURNISH:

All materials and operations, other than those listed under "Government to Furnish," necessary to produce the products in accordance with these specifications.

The contractor will host a website with secure FTP service using either Secure Sockets Layer (SSL) or Transfer Layer Security (TLS) encryption. The servers must be redundant and located in a secure locked, climate controlled, fire-resistant facility. This web site must allow the agency to post Government furnished material and print proofs from the site when required.

The contractor must provide website information allowing the ordering agencies to post and retrieve Government furnished materials and proofs from their secure website.

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 to the ordering agency.

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.

COMPUTER TIME WORK: Will consist of minor repairs and/or corrections required by the ordering agency on electronic camera copy. Time work will be rounded up to closest 15-minute increments. **Prior to work, the contractor will be required to inform the agency of the approximate time required for repairs or corrections, allowing the agency the opportunity to correct and/or provide corrected files.**

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

When required, 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.

FILM/REPRODUCIBLES: Films are not required.

PROOFS: None required.

STOCK/PAPER: 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. <http://www.access.gpo.gov/qualitycontrol/paperspecs/index.html> . The above link will enable viewing of the most current versions of the afore mentioned document.

White Latex Saturated Surface Coated, matte finish, basis size 25 x 38", 60 lbs. per 500 sheets, equal to JCP Code 0-40.

White thermal transfer label paper; basis size 25 x 38"; 60 lbs per 500 sheets.

White direct transfer label paper; basis size 25 x 38"; 60 lbs per 500 sheets.

Food Grade Label Stock:

White matte coated label, basis size 25 x 38", 55-60 lbs. per 500 sheets. Label stock will have a permanent pressure sensitive adhesive backing, mounted on a suitable liner.

Label stock must be suitable for dot-matrix printer output, typing and writing on with ballpoint pen. All the herein imprinting must be smudge proof.

In some cases these labels will be refrigerated after application and the adhesive must withstand these lower temperatures.

PRINTING: Print one side only in one or two colors. Match Pantone number(s) indicated on the Print Order. Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc., except form number and revision date, carried on copy or film, must not print on finished product.

MARGINS: Head 17/32", left 3/8", right 1/2". Printing no lower than 7/16" from top of second label.

CONSTRUCTION: Back of labels is to be coated with a permanent-type, pressure-sensitive adhesive and mounted on a 3-1/2" wide pin-fed backing sheet.

Die-cut labels (round 4 corners at each slit and remove all waste).

Perforate backing sheet only horizontally along the entire 3-1/2" dimension, every 4-1/2" between labels.

Slit the label only, in three places, along the entire 2-3/4" dimension 1/2", 2-1/2", and 3" from top edge of label.

MARGINAL PUNCHING - ALIGNING HOLES:

The backing sheets shall be punched along the left and right sides of form with round holes 5/32 inches in diameter spaced 1/2 inch center to center, 3/16 inch from center of holes to sides of form with center of top aligning holes located 1/4 inch from top edge.

The marginal holes shall extend in a straight line parallel to the sides of the continuous strip perpendicular to the horizontal tear-line perforations between sets.

All holes must be clean cut and the forms, as delivered, completely free of waste.

LABELING AND MARKING: Contractor must duplicate the furnished blank label, fill in and apply to each carton.

Some orders will require labels to be shrink film wrapped in quantities of 1,000 labels.

PACKING: Pack suitable quantities per shipping container. Each shipping container must not exceed 45 pounds when fully packed.

Level C packing required. Not more than one break per container.

General packing requirements for marginally punched continuous forms:

The forms shall be packed in accordance with one of the following methods as specified: (1) Not more than one break per shipping container (splices not acceptable); break must be near the middle of the strip; (2) Continuous strips (splices acceptable); such splicing must be made at the horizontal tearline between forms; (3) continuous strips, no breaks and no splicing. The method of splicing and materials used must be such as to insure satisfactory performance on equipment specified. Unless otherwise specified, forms with seal numbers shall be packed in sequence with the low number on top. All forms shall be zigzag folded and packed flat in shipping containers. The maximum gross weight of each packed container shall be 45 pounds.

Packing level C, as follows:

Level C - Domestic Shipments; Normal Requirements - Single Trip Containers: Forms must be packed flat in snugfitting fiberboard shipping containers of the type, size and kinds commonly used for the purpose in a manner that will insure acceptance by common carrier and safe delivery at destination in condition satisfactory for the operation and usage requirements. Top and bottom fiberboard or open-cell pads shall be provided for each shipping container. Shipping containers must be suitable sealed and shall comply with rules or regulations applicable to the mode of transportation.

PALLETIZING FOR DOMESTIC SHIPMENT: Type A pallets required.

Pallets, when specified, must be furnished when the containers fill 2 layers or more on the pallet. The maximum overall height of the loaded pallet (including pallet) must not exceed 55 inches. The gross weight of the pallet and paper must not exceed 2,000 pounds. Shipping containers must not be stacked loose on pallets. They must be fastened to the pallet in some manner such as, but not limited to straps over edge protectors or glued to each other. The method of fastening is at the option of the contractor. Pack flush to corners, no overhand permitted at any edge. Voids must be to the interior of the pallet. Pallets shall be suitable packed so as to insure acceptance and safe delivery by common carriers to the point of delivery. One end of each pallet must be marked to show contents of the pallet. The size of the marking will be bold letters one-quarter of an inch or larger.

Type A Pallets: 4-way non-returnable size 40" x 48" with full entry on the 48" width.

DISTRIBUTION: Deliver f.o.b. destination to:

Madigan Army Medical Center
Building 9040/Attn: Room 1-71-01
Gardner Loop Road/Pharmacy Dock
Tacoma, WA 98431-5000

-OR-

In the Puget Sound, WA, area.

Upon termination of this contract all Government Furnished Materials must be returned to the ordering Department.

All expenses incidental to picking up of Government furnished materials, returning materials and furnishing sample copies must be borne by the contractor.

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 f.o.b. destination from and delivered to ordering Department (see address under "Distribution").

Orders must be completed and delivered within 15 workdays. The schedule begins the workday after notification of the availability of print order and furnished material.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, 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 shipping schedule because of failure to request such information.

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 12 months' work 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 for the term of this contract.

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

	(1)	(2)
I. (a)	6	600
(b)	2	200
II. (a)	300	
(b)	150	
(c)	50	
(d)	100	
III. (a)	50	
(b)	3	

SECTION 4.- SCHEDULE OF PRICES

Bids offered are f.o.b. destination.

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), NA or blank spaces for an item will be declared nonresponsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the Determination of Award) 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. All vouchers submitted to the GPO shall be based on the most economical method of production.

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

I. COMPLETE PRODUCT: Prices quoted shall include the cost of all required materials and operations necessary for the complete production and distribution of the product listed in accordance with these specifications.

	(1) Makeready	(2) run per 1,000 labels
(a) Printing in a single ink color, per color.	\$ _____	\$ _____
(b) Printing in an additional ink color in addition to Line items I. (a).	\$ _____	\$ _____

II. STOCK: Payment for all stock supplied by the contractor under the terms of these specifications, as ordered on the individual print orders, will be based on the net number of labels furnished for the product(s) ordered. The cost of any stock required for makeready or running spoilage must be included in the prices quoted.

Computation of the net number of labels will be based on the following:

	<u>Per 1,000 labels</u>
(a) White Latex Saturated Surface Coated, matte finish, 60 lbs.	\$ _____
(b) White thermal-transfer label stock, 60 lbs.	\$ _____
(c) White direct thermal label stock, 60 lbs.	\$ _____
(d) White matte coated food grade label stock, 55-60 lbs.	\$ _____

III. ADDITIONAL OPERATION: Prices quoted shall include the cost of all required materials and operations necessary for complete shrink film wrapping.

(a). Shrink film wrapping per 1,000 labels.	\$ _____
(b). Computer timework, per hour.	\$ _____

BIDDER'S NAME AND SIGNATURE: Fill out and return all pages in "Section 4.- Schedule of Prices" and initial or sign each in the space provided, and submit with GPO Form 910, "Bid". Only the original is required. 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)