Program:	299-S					
Term:	October 21, 2016 to August 31, 2017					
Title:	Graphic Design Services					
			ALLEN WA	YNE LTD	MY HOUSE	OF DESIGN
		BASIS OF	VINT HILL, VA		AUSTIN, TX	
ITEM NO.	DESCRIPTION	AWARD	UNIT RATE	COST	UNIT RATE	COST
Ι.	DESIGN CONCEPTS, DESIGN DEVELOPMENT, AND DESIGN IMPLEMENTATION					
(a)	Design Concept (Initial Proofs)per hourper hour	30	\$75.00	\$2,250.00	\$80.00	\$2,400.00
(b)	Design Development (Revisions/revised proofs)per hourper	15	\$65.00	\$975.00	\$70.00	\$1,050.00
( c)	Design Implementation (Final, Print Quality PDF Files)per fileper file	6	NC	\$0.00	\$70.00	\$420.00
	CONTRACTOR TOTALS			\$3,225.00		\$3,870.00
	DISCOUNT		1.00%		3.00%	\$116.10
	DISOUNTED TOTAL			\$3,192.75		\$3,753.90

#### U.S. GOVERNMENT PUBLISHING OFFICE

#### Washington, DC

### GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

#### For the Procurement of

### Graphic Design Services

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

Library of Congress National Library Services for the Blind and Physically Handicapped

#### Single Award

**TERM OF CONTRACT:** The term of this contract is for the period beginning September 1, 2016 and ending August 31, 2017, plus up to four (4) optional 12-month extension period(s) that may be added in accordance with the "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in SECTION 1 of this contract.

**BID OPENING:** Bids shall be publicly opened at 11:00 a.m., prevailing Washington, DC, time, on October 21, 2016.

**BID SUBMISSION:** Submit bid in pre-addressed envelope furnished with solicitation or send to: U.S. Government Publishing Office, Bid Section, Room C-848, Stop: CSPS, 732 North Capitol Street, NW, Washington, DC 20401. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO Bid Section, Fax No. (202) 512-1782. The program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2, as revised June 2001. Hand delivered bids are to be taken to: GPO Bookstore, 710 North Capitol Street, NW, Washington, DC, between the hours of 8:00 a.m. and 4:00 p.m., prevailing Washington, DC, time, Monday through Friday. The contractor is to follow the instructions in the Bid Submission/Opening area. If further instruction or assistance is required, call (202) 512-0526.

#### THIS IS A NEW PROGRAM. THERE IS NO ABSTRACT AVAILABLE.

For information of a technical nature, Jim Ballou at (202) 512-0310.

## **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 Publication 310.2, effective December 1, 1987 (Rev. 6-01)).

GPO Contract Terms (GPO Publication 310.2) - <u>http://www.gpo.gov/pdfs/vendors/sfas/terms.pdf</u>.

**DISPUTES:** GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008 clause found at <u>www.gpo.gov/pdfs/vendors/contractdisputes.pdf</u>.

**SUBCONTRACTING:** The predominant production functions are the design concept, design development, and design implementation. Any bidder who cannot perform the predominant production functions will be declared non-responsible.

**OPTION TO EXTEND THE TERM OF THE CONTRACT:** The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed five (5) years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "EXTENSION OF CONTRACT TERM" clause. See also "ECONOMIC PRICE ADJUSTMENT" for authorized pricing adjustment(s).

**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.

**ECONOMIC PRICE ADJUSTMENT:** The pricing under this contract shall be adjusted in accordance with this clause, provided that in no event will any pricing adjustment be made that would exceed the maximum permissible under any law in effect at the time of the adjustment. There will be no adjustment for orders placed during the first period specified below. Pricing will thereafter be eligible for adjustment during the second and any succeeding performance period(s). For each performance period after the first, a percentage figure will be calculated as described below and that figure will be the economic price adjustment for that entire next period. Pricing adjustments under this clause are not applicable to reimbursable postage or transportation costs, or to paper, if paper prices are subject to adjustment by separate clause elsewhere in this contract.

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from September 1, 2016 to August 31, 2017, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

Pricing adjustments in accordance with this clause will be based on changes in the seasonally adjusted "Consumer Price Index For All Urban Consumers - Commodities Less Food" (Index) published monthly in the CPI Detailed Report by the U.S. Department of Labor, Bureau of Labor Statistics.

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending three (3) months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending May 31, 2016, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

The Government will notify the contractor by contract modification specifying the percentage increase or decrease to be applied to invoices for orders placed during the period indicated. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs and separately adjusted paper prices. Payment discounts shall be applied after the invoice price is adjusted.

**PREAWARD SURVEY:** In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct an on-site preaward survey at the contractor's/subcontractor's facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

The Government may require other evidence of artistic ability (including a portfolio of actual graphics and/or illustrations) prior to the award of the contract.

The contractor being considered for award shall be required to furnish or describe, as applicable, within five (5) workdays of notification, the following:

- 1. Submission of samples from at least three (3) individual projects performed and completed within the last year. These samples shall be the final printed product and/or the final electronic version. A listing of the customer, contact person, and telephone number shall accompany each individual sample submitted.
- 2. Because of the creative nature of this work, the following information shall be submitted pertaining to the experience and background of contractor's company and personnel:
  - Company's experience, including references and record of accomplishments in designing and illustrating projects of a similar size, scope, and complexity.
  - Company's organizational structure and equipment, to include all hardware and software and number of personnel employed.
  - Resumes and titles of personnel who will be assigned to work on this program to also include, but not be limited to, information related to their experience and knowledge in the area of design and illustration, with emphasis on quality design ideas, technique, composition, printing processes, and color.
- 3. Ability to provide high resolution scanning of superior quality for prints, transparencies, 35 mm slides, and color.
- 4. Ability to accept, furnish, and update electronic files (e.g. Microsoft Word, QuarkXPress, FreeHand, Adobe InDesign, Adobe Illustrator, Adobe Photoshop, TIFF/EPS, etc. current/near current versions.)
- 5. Ability to provide print quality PDF files (current version).

NOTE: The Government reserves the right to waive the some or all of the Preaward Survey requirements as specified above if there is other evidence that, in the opinion of the Contracting Officer, indicates that the contractor being considered for award has the capability to successfully produce the items required on this contract.

**PREAWARD TEST:** The contractor being considered for award may also be required to complete a preaward test. The Government reserves the right to waive the preaward test if there is other evidence that, in the opinion of the Contracting Officer, indicates that the contractor being considered for award has the capability to successfully produce the items required.

The prospective contractor will be required to perform the necessary steps to create three (3) design concepts for a brochure in accordance with the requirements of this contract. The contractor must perform all requested graphic design services for the sample product in accordance with these specifications.

As part of this preaward test, the Government will provide images, agency logo, and specifications that are representative of the general requirements for graphic design required by these specifications.

NOTE: Government will also provide a copy of the ordering agency's brand books that represent samples of appropriate designs.

All furnished materials will be provided via email.

Contractor must submit three (3) acceptable concepts for the sample brochure. Contractor must furnish a PDF (current version) soft proof for each concept as specified under "DESIGN IMPLEMENTATION – *Proofs*," as specified in SECTION 2.

Contractor must submit the PDF soft proofs within five (5) workdays of receipt of furnished materials via email to both the Library of Congress and the Government Publishing Office.

The Government will inspect all of the work performed to determine that the results of the original request are acceptable per contract requirements and within the time specified.

Approval will be based upon the contractor fulfilling all of the requirements of the specifications within the time specified.

If the contractor fails to successfully complete the foregoing requirements to the Government's satisfaction, the contractor shall be deemed non-responsible.

If the preaward test proofs are disapproved by the Government, the contractor may be permitted, at the option of the Government, additional time to correct defects or to submit additional test proofs if so notified by the Contracting Officer. Such additional proofs shall be furnished under the terms and conditions of this contract within the time specified. The time allowed will depend upon the nature of the defects noted and will be specified when/if notification is given.

In the event the revised test proofs are disapproved by the Government, the contractor shall be deemed to have failed to comply with the applicable requirements of these specifications and may be reason for a determination of non-responsibility.

Failure to deliver the completed test within the stated time period may disqualify the contractor from further consideration for award.

All operations necessary in the performance of this test shall be performed at the facilities in which the contract production will be performed.

No charges will be allowed for costs incurred in the performance of this preaward test.

**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 September 1, 2016 through August 31, 2017, plus for such additional period(s) as the contract is extended. 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" upon notification by the Government for purposes of the contract when it is electronically transmitted or otherwise physically 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 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.

**PAYMENT:** Upon completion of each order, the contractor shall submit an itemized statement for billing to the ordering agency for examination and certification as to the correctness of the billing. Submit billing to: Jane Caulton at jcau@loc.gov.

After agency verification, billing invoices must be submitted to the U.S. Government Publishing Office for payment. Submit to: U.S. Government Publishing Office, Office of Financial Management, Attn: Comptroller, Stop: FMCE, Washington, DC 20401. (NOTE: GPO offers a Contractor Fax Billing System. Please visit the GPO website for more information.)

When processing billing invoices for payment, at the contractor's option, the contractor may fax the completed invoice to GPO by utilizing the GPO barcode coversheet program application. The barcode coversheet can be accessed at: <u>http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html</u>. Contractor to follow the instructions as indicated.

Facsimile transmission should only be used when no samples are required with the contractor's invoice, otherwise payment will be held up while the invoice is returned to the contractor for the required sample(s).

Contractor's billing invoice must be itemized in accordance with the line items in the "SCHEDULE OF PRICES."

## **SECTION 2. - SPECIFICATIONS**

**SCOPE:** These specifications cover the production of high quality graphics requiring such operations as design concepts, design development, design implementation, and distribution.

**TITLE:** Graphic Design Services.

**FREQUENCY OF ORDERS:** Approximately 3 to 5 orders per year.

NOTE: Up to three (3) products may be ordered on the same print order requiring the same schedule.

NUMBER OF PAGES: Approximately 1 page to 24 pages per product.

**TRIM SIZES:** 3 x 5" up to and including 17 x 22".

### **GOVERNMENT TO FURNISH:**

NOTE: Products requiring graphic design services include, but are not limited to: brochures, posters, certificates, program, menus, and publications.

Electronic files consisting of DOC files for content and TIFF and/or JPEG files for photographic images and requisite logos will be furnished via email or contractor-hosted FTP site. Printer and screen fonts *may* be furnished. (NOTE: If furnished, the contractor is cautioned that furnished fonts are the property of the Government and/or its originator. All furnished fonts are to be eliminated from the contractor's archive immediately after completion of the contract.) Visuals of all files will be furnished.

Library of Congress guidelines for usage of furnished electronic files.

Branding guidelines and special instructions for typography (to be furnished at the beginning of the contract and held for reuse throughout the term of the contract).

Guidelines for designing products for people with visual impairments (to be furnished at the beginning of the contract and held for reuse throughout the term of the contract).

**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.

The contractor must be able to accept files electronically via a contractor-hosted FTP server. Appropriate log-on instructions and protocol must be provided at time of award.

*Liability for Government Property* – The contractor will be held responsible for replacing lost or damaged Government property, whether in the process of operations or in transit, when applicable.

**CONSULTATION MEETINGS:** Upon placement of each print order, at contractor's option, a teleconference may be held to discuss design for that order.

**DESIGN CONCEPTS:** The contractor will be responsible for, but is not limited to, layout, typographic illustrations, typesetting, photographic illustrations, photo masking, custom photo manipulation, and filtering.

The ordering agency will furnish the elements of each product as specified under "GOVERNMENT TO FURNISH." When furnished, the contractor must use furnished text and graphic images in the layout and design.

Contractor must follow the furnished brand books and the established guidelines for people with visual impairments in making this determination. Type sizes must be at least 14 pt. (unless otherwise specified) and contain clearly defined, uncluttered visuals with high contrast.

Contractor may be required to edit and adjust furnished images and graphics.

Contractor must submit three (3) concepts for the products ordered from which one (1) concept will be approved for further refinement. The contractor will work closely with the ordering to make any necessary changes to the approved concept.

When more than one product is ordered on the same print order, contractor must furnish three (3) concepts for each product. The ordering agency will select and approve one (1) concept from one of the products and the other products ordered must be revised to align with the approved concept.

For the initial concepts, the contractor must furnish a PDF soft proof for each concept for each product ordered on a print order, as specified under "DESIGN IMPLEMENTATION - *Proofs*."

The ordering agency may require one or more sets of revised proofs before rendering an approval. For each round of revised proofs, contractor must furnish a PDF soft proof for each product, as specified under "DESIGN IMPLEMENTATION - *Proofs*."

Upon approval, the contractor must set up printable PDF files for the products and must ensure that the files will allow for correct output of the required reproduction image. NOTE: All fonts must be embedded. (See "DESIGN IMPLEMENTATION – *Final Product (Digital Deliverable)*")

NOTE: The Government retains the copyright to all products designed by the contractor.

#### **DESIGN DEVELOPMENT:**

It is anticipated at this time that approximately 90% of the work ordered on this contract will require composition by the contractor.

The entirety of each category of composition (text, tabular, and display) must be identical throughout the product(s) ordered under these specifications. Composition must be by computer generated electronic photocomposition methods in formatted files furnished via FTP or email, as specified.

Some orders may require tabular matter, equations, special characters, and footnotes.

The contractor must be capable of providing a wide variety of typefaces, especially those in contemporary use. Either specimens or a complete listing of typefaces and sizes which are available for use under this contract must be provided to the ordering agency and to the GPO.

#### NOTE: The products, when printed, will require either a Quality Level II or Quality Level III.

All halftones are to be 150-line screen or finer.

On occasion, the contractor may be required to correct or modify furnished electronic files. Prior approval for this to be accomplished will be verified between the contractor and the ordering agency.

#### **DESIGN IMPLEMENTATION:**

*Proofs:* The contractor is responsible for performing all necessary proofreading to ensure that the proofs are in conformity with the copy submitted.

Contractor to furnish one (1) Adobe Acrobat (most current version) PDF soft proof for each product ordered on a print order. PDF proof will be evaluated for text, image position, and color breaks. Proof will not be used for color match. Proof will be transferred to the agency via email or contractor-hosted FTP site.

*Final Product (Digital Deliverable):* The contractor must furnish electronic files as the final product on the contract, as follows:

Upon approval of the revised PDF soft proof, the contractor must furnish the final production files of the product(s) as print quality PDF files via email or contractor-hosted FTP site.

Ample information must be provided regarding the content of the electronic files and construction, with any unique format features being described (traps, color builds, etc.). Contractor must conform to the Guideline 300.6 and furnish a completely fill-out GPO Form 952 (Desktop Publishing – Disk Information), pages 1 and 2, in accordance with these Guidelines. Guideline 300.6 can be accessed at the following link:

https://www.gpo.gov/pdfs/customers/GPO\_publishing\_guidelines.pdf.

MARGINS: Contractor to determine margins on all products.

**DISTRIBUTION:** At each stage, contractor must deliver the required PDF proofs via email or contractor-hosted FTP site, at Government's option. (*NOTE: If proofs are uploaded to contractor's FTP site, contractor must notify (via email) ordering agency that the proofs are available.)* 

All expenses incidental to picking up and returning materials, if applicable, and submitting PDF proofs 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).

Print orders and furnished material will be furnished via email or contractor-hosted FTP site.

After award, hard copy furnished materials (Guidelines, etc.) must be picked up from and returned to: Publications and Media Section, 1291 Taylor Street, Washington, DC 20542.

No definite schedule for placement of orders can be predetermined.

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

- Contractor must submit the initial concept PDF soft proofs within five (5) workdays of notification of the availability of print order and furnished material. (*NOTE: No additional time will be allowed for proof submission due to consultation meeting(s) that the contractor has requested.*)
- Initial concept proofs will be withheld no more than three (3) workdays from their receipt at the ordering agency until the contractor is notified of changes/corrections/approval via email or FTP. (NOTE: The first workday after receipt of proofs at the ordering agency is day one (1) of the hold time.)
- Contractor must furnish the first set of revised PDF soft proofs within three (3) workdays of notification of selection of one of the concepts.
- Revised proofs will be withheld no more than three (3) workdays from their receipt at the ordering agency until the contractor is notified of changes/corrections/approval via email or FTP. (NOTE: The first workday after receipt of proofs at the ordering agency is day one (1) of the hold time.)
- For each round of revised proofs (after the first set of revised proofs), contractor must furnish the revised proofs within three (3) workdays of receipt of changes/corrections/edits.

- Revised proofs will be withheld no more than three (3) workdays from their receipt at the ordering agency until the contractor is notified of changes/corrections/approval via email or FTP. (NOTE: The first workday after receipt of proofs at the ordering agency is day one (1) of the hold time.)
- Contractor must furnish final, print quality PDF soft proofs within two (2) workdays of receipt of final approval on the revised proofs.

The delivery date indicated on the print order is the date that all final product(s) ordered must be furnished to the ordering agency via email or contractor-hosted FTP site, at Government's option. If final product(s) are uploaded to contractor's FTP site, contractor must notify (via email) the ordering agency that the product(s) are available.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with the 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.

For compliance reporting purposes, contractors are to report information regarding each order with date of shipment or delivery, as applicable, in accordance with the contract requirements by contacting the Shared Support Services Compliance Section via email at <u>compliance@gpo.gov</u>, via telephone at (202) 512-0520, or via facsimile at (202) 512-1364. Personnel receiving the email, call, or facsimile will be unable to respond to questions of a technical nature or to transfer any inquiries.

## **SECTION 3. - DETERMINATION OF AWARD**

The Government will determine the lowest bid by applying the prices offered in the "SCHEDULE OF PRICES" to the following units of production which are the estimated requirements to produce one (1) year's production 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 a like period of time.

The following item designations correspond to those listed in the "SCHEDULE OF PRICES".

- I. (a) 30
  - (b) 15
  - (c) 6

# **SECTION 4. - SCHEDULE OF PRICES**

Prices must include the cost of all required materials and operations for each item listed in accordance with these specifications.

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 (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 invoices submitted to the GPO shall be based on the most economical method of production.

Contractor's billing invoice must be itemized in accordance with the line items in the "SCHEDULE OF PRICES."

I. DESIGN CONCEPTS, DESIGN DEVELOPMENT, AND DESIGN IMPLEMENTATION: Prices offered shall include the cost of all required materials and operations necessary for the design concept, design development, and design implementation of the products listed in accordance with these specifications.

Price submitted for line item I.(a) must include the cost of initial design concept proof(s). Price submitted for line item I.(b) must include the cost of all revised proofs. Price submitted for line item I.(c) must include the cost of final, print quality PDF file(s).

(a)	Design Concept (Initial Proofs)	per hour\$
(b)	Design Development (Revisions/revised proofs)	.per hour\$
(c)	Design Implementation (Final, Print Quality PDF Files)	per file\$

**INSTRUCTIONS FOR BID SUBMISSION:** Fill out "SECTION 4. – SCHEDULE OF PRICES," initialing or signing each page in the space(s) provided. Submit two copies (original and one exact duplicate) of the "SCHEDULE OF PRICES" with two copies of the GPO Form 910 "BID" form. Do not enter bid prices on GPO Form 910; prices entered in the "SCHEDULE OF PRICES" will prevail.

Bidder \_\_\_\_\_

(City - State)

By

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

(Person to be contacted)

#### U.S. GOVERNMENT PUBLISHING OFFICE

#### Washington, DC

### GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

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For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from September 1, 2016 to August 31, 2017, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

Pricing adjustments in accordance with this clause will be based on changes in the seasonally adjusted "Consumer Price Index For All Urban Consumers - Commodities Less Food" (Index) published monthly in the CPI Detailed Report by the U.S. Department of Labor, Bureau of Labor Statistics.

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending three (3) months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending May 31, 2016, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

The Government will notify the contractor by contract modification specifying the percentage increase or decrease to be applied to invoices for orders placed during the period indicated. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs and separately adjusted paper prices. Payment discounts shall be applied after the invoice price is adjusted.

**PREAWARD SURVEY:** In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct an on-site preaward survey at the contractor's/subcontractor's facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

The Government may require other evidence of artistic ability (including a portfolio of actual graphics and/or illustrations) prior to the award of the contract.

The contractor being considered for award shall be required to furnish or describe, as applicable, within five (5) workdays of notification, the following:

- 1. Submission of samples from at least three (3) individual projects performed and completed within the last year. These samples shall be the final printed product and/or the final electronic version. A listing of the customer, contact person, and telephone number shall accompany each individual sample submitted.
- 2. Because of the creative nature of this work, the following information shall be submitted pertaining to the experience and background of contractor's company and personnel:
  - Company's experience, including references and record of accomplishments in designing and illustrating projects of a similar size, scope, and complexity.
  - Company's organizational structure and equipment, to include all hardware and software and number of personnel employed.
  - Resumes and titles of personnel who will be assigned to work on this program to also include, but not be limited to, information related to their experience and knowledge in the area of design and illustration, with emphasis on quality design ideas, technique, composition, printing processes, and color.
- 3. Ability to provide high resolution scanning of superior quality for prints, transparencies, 35 mm slides, and color.
- 4. Ability to accept, furnish, and update electronic files (e.g. Microsoft Word, QuarkXPress, FreeHand, Adobe InDesign, Adobe Illustrator, Adobe Photoshop, TIFF/EPS, etc. current/near current versions.)
- 5. Ability to provide print quality PDF files (current version).

NOTE: The Government reserves the right to waive the some or all of the Preaward Survey requirements as specified above if there is other evidence that, in the opinion of the Contracting Officer, indicates that the contractor being considered for award has the capability to successfully produce the items required on this contract.

**PREAWARD TEST:** The contractor being considered for award may also be required to complete a preaward test. The Government reserves the right to waive the preaward test if there is other evidence that, in the opinion of the Contracting Officer, indicates that the contractor being considered for award has the capability to successfully produce the items required.

The prospective contractor will be required to perform the necessary steps to create three (3) design concepts for a brochure in accordance with the requirements of this contract. The contractor must perform all requested graphic design services for the sample product in accordance with these specifications.

As part of this preaward test, the Government will provide images, agency logo, and specifications that are representative of the general requirements for graphic design required by these specifications.

NOTE: Government will also provide a copy of the ordering agency's brand books that represent samples of appropriate designs.

All furnished materials will be provided via email.

Contractor must submit three (3) acceptable concepts for the sample brochure. Contractor must furnish a PDF (current version) soft proof for each concept as specified under "DESIGN IMPLEMENTATION – *Proofs*," as specified in SECTION 2.

Contractor must submit the PDF soft proofs within five (5) workdays of receipt of furnished materials via email to both the Library of Congress and the Government Publishing Office.

The Government will inspect all of the work performed to determine that the results of the original request are acceptable per contract requirements and within the time specified.

Approval will be based upon the contractor fulfilling all of the requirements of the specifications within the time specified.

If the contractor fails to successfully complete the foregoing requirements to the Government's satisfaction, the contractor shall be deemed non-responsible.

If the preaward test proofs are disapproved by the Government, the contractor may be permitted, at the option of the Government, additional time to correct defects or to submit additional test proofs if so notified by the Contracting Officer. Such additional proofs shall be furnished under the terms and conditions of this contract within the time specified. The time allowed will depend upon the nature of the defects noted and will be specified when/if notification is given.

In the event the revised test proofs are disapproved by the Government, the contractor shall be deemed to have failed to comply with the applicable requirements of these specifications and may be reason for a determination of non-responsibility.

Failure to deliver the completed test within the stated time period may disqualify the contractor from further consideration for award.

All operations necessary in the performance of this test shall be performed at the facilities in which the contract production will be performed.

No charges will be allowed for costs incurred in the performance of this preaward test.

**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 September 1, 2016 through August 31, 2017, plus for such additional period(s) as the contract is extended. 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" upon notification by the Government for purposes of the contract when it is electronically transmitted or otherwise physically 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 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.

**PAYMENT:** Upon completion of each order, the contractor shall submit an itemized statement for billing to the ordering agency for examination and certification as to the correctness of the billing. Submit billing to: Jane Caulton at jcau@loc.gov.

After agency verification, billing invoices must be submitted to the U.S. Government Publishing Office for payment. Submit to: U.S. Government Publishing Office, Office of Financial Management, Attn: Comptroller, Stop: FMCE, Washington, DC 20401. (NOTE: GPO offers a Contractor Fax Billing System. Please visit the GPO website for more information.)

When processing billing invoices for payment, at the contractor's option, the contractor may fax the completed invoice to GPO by utilizing the GPO barcode coversheet program application. The barcode coversheet can be accessed at: <u>http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html</u>. Contractor to follow the instructions as indicated.

Facsimile transmission should only be used when no samples are required with the contractor's invoice, otherwise payment will be held up while the invoice is returned to the contractor for the required sample(s).

Contractor's billing invoice must be itemized in accordance with the line items in the "SCHEDULE OF PRICES."

## **SECTION 2. - SPECIFICATIONS**

**SCOPE:** These specifications cover the production of high quality graphics requiring such operations as design concepts, design development, design implementation, and distribution.

**TITLE:** Graphic Design Services.

**FREQUENCY OF ORDERS:** Approximately 3 to 5 orders per year.

NOTE: Up to three (3) products may be ordered on the same print order requiring the same schedule.

NUMBER OF PAGES: Approximately 1 page to 24 pages per product.

**TRIM SIZES:** 3 x 5" up to and including 17 x 22".

### **GOVERNMENT TO FURNISH:**

NOTE: Products requiring graphic design services include, but are not limited to: brochures, posters, certificates, program, menus, and publications.

Electronic files consisting of DOC files for content and TIFF and/or JPEG files for photographic images and requisite logos will be furnished via email or contractor-hosted FTP site. Printer and screen fonts *may* be furnished. (NOTE: If furnished, the contractor is cautioned that furnished fonts are the property of the Government and/or its originator. All furnished fonts are to be eliminated from the contractor's archive immediately after completion of the contract.) Visuals of all files will be furnished.

Library of Congress guidelines for usage of furnished electronic files.

Branding guidelines and special instructions for typography (to be furnished at the beginning of the contract and held for reuse throughout the term of the contract).

Guidelines for designing products for people with visual impairments (to be furnished at the beginning of the contract and held for reuse throughout the term of the contract).

**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.

The contractor must be able to accept files electronically via a contractor-hosted FTP server. Appropriate log-on instructions and protocol must be provided at time of award.

*Liability for Government Property* – The contractor will be held responsible for replacing lost or damaged Government property, whether in the process of operations or in transit, when applicable.

**CONSULTATION MEETINGS:** Upon placement of each print order, at contractor's option, a teleconference may be held to discuss design for that order.

**DESIGN CONCEPTS:** The contractor will be responsible for, but is not limited to, layout, typographic illustrations, typesetting, photographic illustrations, photo masking, custom photo manipulation, and filtering.

The ordering agency will furnish the elements of each product as specified under "GOVERNMENT TO FURNISH." When furnished, the contractor must use furnished text and graphic images in the layout and design.

Contractor must follow the furnished brand books and the established guidelines for people with visual impairments in making this determination. Type sizes must be at least 14 pt. (unless otherwise specified) and contain clearly defined, uncluttered visuals with high contrast.

Contractor may be required to edit and adjust furnished images and graphics.

Contractor must submit three (3) concepts for the products ordered from which one (1) concept will be approved for further refinement. The contractor will work closely with the ordering to make any necessary changes to the approved concept.

When more than one product is ordered on the same print order, contractor must furnish three (3) concepts for each product. The ordering agency will select and approve one (1) concept from one of the products and the other products ordered must be revised to align with the approved concept.

For the initial concepts, the contractor must furnish a PDF soft proof for each concept for each product ordered on a print order, as specified under "DESIGN IMPLEMENTATION - *Proofs*."

The ordering agency may require one or more sets of revised proofs before rendering an approval. For each round of revised proofs, contractor must furnish a PDF soft proof for each product, as specified under "DESIGN IMPLEMENTATION - *Proofs*."

Upon approval, the contractor must set up printable PDF files for the products and must ensure that the files will allow for correct output of the required reproduction image. NOTE: All fonts must be embedded. (See "DESIGN IMPLEMENTATION – *Final Product (Digital Deliverable)*")

NOTE: The Government retains the copyright to all products designed by the contractor.

#### **DESIGN DEVELOPMENT:**

It is anticipated at this time that approximately 90% of the work ordered on this contract will require composition by the contractor.

The entirety of each category of composition (text, tabular, and display) must be identical throughout the product(s) ordered under these specifications. Composition must be by computer generated electronic photocomposition methods in formatted files furnished via FTP or email, as specified.

Some orders may require tabular matter, equations, special characters, and footnotes.

The contractor must be capable of providing a wide variety of typefaces, especially those in contemporary use. Either specimens or a complete listing of typefaces and sizes which are available for use under this contract must be provided to the ordering agency and to the GPO.

#### NOTE: The products, when printed, will require either a Quality Level II or Quality Level III.

All halftones are to be 150-line screen or finer.

On occasion, the contractor may be required to correct or modify furnished electronic files. Prior approval for this to be accomplished will be verified between the contractor and the ordering agency.

#### **DESIGN IMPLEMENTATION:**

*Proofs:* The contractor is responsible for performing all necessary proofreading to ensure that the proofs are in conformity with the copy submitted.

Contractor to furnish one (1) Adobe Acrobat (most current version) PDF soft proof for each product ordered on a print order. PDF proof will be evaluated for text, image position, and color breaks. Proof will not be used for color match. Proof will be transferred to the agency via email or contractor-hosted FTP site.

*Final Product (Digital Deliverable):* The contractor must furnish electronic files as the final product on the contract, as follows:

Upon approval of the revised PDF soft proof, the contractor must furnish the final production files of the product(s) as print quality PDF files via email or contractor-hosted FTP site.

Ample information must be provided regarding the content of the electronic files and construction, with any unique format features being described (traps, color builds, etc.). Contractor must conform to the Guideline 300.6 and furnish a completely fill-out GPO Form 952 (Desktop Publishing – Disk Information), pages 1 and 2, in accordance with these Guidelines. Guideline 300.6 can be accessed at the following link:

https://www.gpo.gov/pdfs/customers/GPO\_publishing\_guidelines.pdf.

MARGINS: Contractor to determine margins on all products.

**DISTRIBUTION:** At each stage, contractor must deliver the required PDF proofs via email or contractor-hosted FTP site, at Government's option. (*NOTE: If proofs are uploaded to contractor's FTP site, contractor must notify (via email) ordering agency that the proofs are available.)* 

All expenses incidental to picking up and returning materials, if applicable, and submitting PDF proofs 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).

Print orders and furnished material will be furnished via email or contractor-hosted FTP site.

After award, hard copy furnished materials (Guidelines, etc.) must be picked up from and returned to: Publications and Media Section, 1291 Taylor Street, Washington, DC 20542.

No definite schedule for placement of orders can be predetermined.

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

- Contractor must submit the initial concept PDF soft proofs within five (5) workdays of notification of the availability of print order and furnished material. (*NOTE: No additional time will be allowed for proof submission due to consultation meeting(s) that the contractor has requested.*)
- Initial concept proofs will be withheld no more than three (3) workdays from their receipt at the ordering agency until the contractor is notified of changes/corrections/approval via email or FTP. (NOTE: The first workday after receipt of proofs at the ordering agency is day one (1) of the hold time.)
- Contractor must furnish the first set of revised PDF soft proofs within three (3) workdays of notification of selection of one of the concepts.
- Revised proofs will be withheld no more than three (3) workdays from their receipt at the ordering agency until the contractor is notified of changes/corrections/approval via email or FTP. (NOTE: The first workday after receipt of proofs at the ordering agency is day one (1) of the hold time.)
- For each round of revised proofs (after the first set of revised proofs), contractor must furnish the revised proofs within three (3) workdays of receipt of changes/corrections/edits.

- Revised proofs will be withheld no more than three (3) workdays from their receipt at the ordering agency until the contractor is notified of changes/corrections/approval via email or FTP. (NOTE: The first workday after receipt of proofs at the ordering agency is day one (1) of the hold time.)
- Contractor must furnish final, print quality PDF soft proofs within two (2) workdays of receipt of final approval on the revised proofs.

The delivery date indicated on the print order is the date that all final product(s) ordered must be furnished to the ordering agency via email or contractor-hosted FTP site, at Government's option. If final product(s) are uploaded to contractor's FTP site, contractor must notify (via email) the ordering agency that the product(s) are available.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with the 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.

For compliance reporting purposes, contractors are to report information regarding each order with date of shipment or delivery, as applicable, in accordance with the contract requirements by contacting the Shared Support Services Compliance Section via email at <u>compliance@gpo.gov</u>, via telephone at (202) 512-0520, or via facsimile at (202) 512-1364. Personnel receiving the email, call, or facsimile will be unable to respond to questions of a technical nature or to transfer any inquiries.

## **SECTION 3. - DETERMINATION OF AWARD**

The Government will determine the lowest bid by applying the prices offered in the "SCHEDULE OF PRICES" to the following units of production which are the estimated requirements to produce one (1) year's production 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 a like period of time.

The following item designations correspond to those listed in the "SCHEDULE OF PRICES".

- I. (a) 30
  - (b) 15
  - (c) 6

# **SECTION 4. - SCHEDULE OF PRICES**

Prices must include the cost of all required materials and operations for each item listed in accordance with these specifications.

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 (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 invoices submitted to the GPO shall be based on the most economical method of production.

Contractor's billing invoice must be itemized in accordance with the line items in the "SCHEDULE OF PRICES."

I. DESIGN CONCEPTS, DESIGN DEVELOPMENT, AND DESIGN IMPLEMENTATION: Prices offered shall include the cost of all required materials and operations necessary for the design concept, design development, and design implementation of the products listed in accordance with these specifications.

Price submitted for line item I.(a) must include the cost of initial design concept proof(s). Price submitted for line item I.(b) must include the cost of all revised proofs. Price submitted for line item I.(c) must include the cost of final, print quality PDF file(s).

(a)	Design Concept (Initial Proofs)	per hour\$
(b)	Design Development (Revisions/revised proofs)	.per hour\$
(c)	Design Implementation (Final, Print Quality PDF Files)	per file\$

**INSTRUCTIONS FOR BID SUBMISSION:** Fill out "SECTION 4. – SCHEDULE OF PRICES," initialing or signing each page in the space(s) provided. Submit two copies (original and one exact duplicate) of the "SCHEDULE OF PRICES" with two copies of the GPO Form 910 "BID" form. Do not enter bid prices on GPO Form 910; prices entered in the "SCHEDULE OF PRICES" will prevail.

Bidder \_\_\_\_\_

(City - State)

By

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

(Person to be contacted)