

U.S. GOVERNMENT PUBLISHING OFFICE
GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

RPI 200, Future Soldier Backpack and T-shirt.

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

Department of the Army, USAREC

Single Award

BID OPENING: Bids shall be publicly opened at **2 p.m.** prevailing Chicago, IL time on **December 21, 2017.**

BID SUBMISSION: Facsimile bids are acceptable (see GPO Contract Terms, Pub. 310.2, 5/99). To submit a bid, the contractor must return a signed and completed GPO Bid Form 910 and "Schedule of Prices" included at the end of this specification.

Send bids to U.S. GPO Chicago Regional Office, Suite 810, 200 N. LaSalle St., Chicago, IL 60601, or fax bids to 312-886-2057.

CONTRACT TERM: The term of this contract is for the period beginning January 1, 2018 and ending December 31, 2018, plus up to 4 optional 12-month extension period(s) that may be added in accordance with the "Option to Extend the Contract Term" clause in this contract.

Note: This is a new term contract. The previous contract requirements were advertised as a formal onetime bid - jackets 636-293/636-310. Note scattered changes throughout.

INFORMATION: For questions about these specifications call Mike Szopo at 312-353-3916 x 4. NO COLLECT CALLS. For post award specifications or abstracts – this information is available on the GPO website at <https://www.gpo.gov/how-to-work-with-us/vendors/contract-opportunities>

Fax requests for new award information (available approximately 2 weeks after bid opening) to GPO Chicago Front Desk at 312-886-2057.

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) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (revised August 2002)).

Contract Terms, Forms and Standards information for contractors can be found on the GPO website at <http://www.gpo.gov/vendors/sfas.htm>. The Contract Terms publication noted above can be downloaded at <http://www.gpo.gov/pdfs/vendors/sfas/terms.pdf> and <http://www.gpo.gov/pdfs/vendors/sfas/qatap.pdf>

NOTE – SUPPLY RESTRICTIONS: The Government Publishing Office is conducting this procurement on behalf of the Department of Defense. The restrictions at 48 CFR 225.7002, which refers to the Berry Amendment, Defense Acquisition Regulation apply to this procurement. The contractor agrees to deliver under this contract only such of the following articles that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico – (textiles). **“All components used in the manufacture of the product, and the product itself, must be manufactured in the United States.”** Firms submitting bids that offer to furnish non-conforming supplies will be judged non-responsible. In addition, the Government will have no obligation to accept or pay for any restricted supplies not meeting the requirements of this clause. **Bidders are required to certify that they can meet all of the requirements of Berry Amendment.**

DOING BUSINESS WITH GPO: Contractors wishing to do business with the GPO are referred to the GPO web site <http://www.gpo.gov/vendors/index.htm>, where one can register as a GPO contractor using the ‘**GPO Contractor Connection**’ link in accordance with the furnished instructions on this page.

NOTE: Prospective and existing GPO contractors are to note that as of January 1, 2008, all contractors seeking to do business with GPO must first complete and thereafter maintain the accuracy of their GPO Contractor Connection registration with the following mandatory taxpayer information boxes: “EIN/TIN #” Employer Identification Number of Taxpayer Identification Number): “Subject to Backup Withholding” (See IRS Form W-9, available for download at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>). GPO will withhold payment of invoices for work completed by any contractor who fails to provide this tax data in GPO Contractor Connection. Such invoices will be declared ineligible for payment until all requirements for payment, including providing this tax data in GPO Contractor Connection, have been satisfied.

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

Product Quality Level: None
Exception: Screen Printed Items – GPO Contract Terms

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:

<u>Attribute</u>	<u>Standard</u>
P-7 Type Quality and Uniformity	OK'd Proofs/Priors
P-8 Halftone Match	OK'd Proofs/Priors
P-9. Pantone Colors Match	Pantone Matching System

PREDOMINANT PRODUCTION FUNCTION is waived.

SUBCONTRACTING: The contractor may make contracts with any other party for the furnishing of any part of the supplies or work called for, with the exception of the predominant production function. If the predominant production function is other than presswork, it shall be so identified in the specifications.

OPTION TO EXTEND THE CONTRACT TERM: 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 4 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 periodic pricing revision.

EXTENSION OF CONTRACT TERM: At the request of the Government, after all the option years have been extended, 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 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.

PREAWARD SURVEY: In order to determine the responsibility of the primary contractor, 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 the award of a contract.

Bidders are required to certify that they can meet all of the requirements of Berry Amendment.

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. 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 January 1, 2018 through December 31, 2018 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" 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 agency 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.

WARRANTY: The provisions of article 15, "Warranty," of Contract Clauses in GPO Contract Terms (Pub. 310.2, effective December 1, 1987 (Rev. 9-88)) is amended for the solicitation to the effect that the warranty period is EXTENDED from 180 days to "one calendar year" from the date the check is tendered as final payment. All other provisions remain the same.

PAYMENT: Submitting all invoices for payment via the GPO fax gateway (if no samples are required) utilizing the GPO barcode coversheet program application is the fastest method of getting paid. The information for using this method can be found at the following web address:
<https://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html>.

Invoices may also be mailed to: U.S. Government Publishing Office, Office of Financial Management, Attn: Comptroller, Stop: FMCE, Washington, DC 20401. For more information about the billing process refer to the General Information of the Office of Finance web page located at
<https://www.gpo.gov/finance/index.htm>.

CONTRACTOR'S INVOICE FOR PAYMENT MUST BE ITEMIZED IN ACCORDANCE WITH THE SCHEDULE OF PRICES. FAILURE TO ITEMIZE IN ACCORDANCE WITH THE SCHEDULE OF PRICES MAY RESULT IN DELAYED PAYMENT. A COPY OF THE INVOICE MUST ALSO BE EMAILED TO INFOCHICAGO@GPO.GOV TO PREVENT PAYMENT DELAYS.

RECEIPTS FOR DELIVERY: Contractor must furnish their own receipts for delivery. These receipts must include the GPO jacket, program, and print order numbers, total quantity shipped and/or delivered, number of cartons and quantity per carton; date delivery made; and signature of the Government agent accepting delivery. Original copy of these receipts or other acceptable proof must accompany the contractor's voucher for payment.

SECTION 2. – SPECIFICATIONS

SCOPE: These specifications cover the production of an ACU (Army Combat Uniform) camo patterned Backpack and an imprinted t-shirt, packing and distribution.

TITLE: RPI 200, Future Soldier Backpack and T-shirt.

Although this is an option year contract, all estimates, averages, etc. are based on one year's production.

FREQUENCY OF ORDERS: Approximately 1-2 orders will be placed per year. Each order is anticipated to have approximately 3 delivery deadlines. For example, for an order of 75,000 placed in February 2018, the deliveries would be 25,000 kits deliver in May 2018, 25,000 kits deliver in July 2018, and 25,000 kits deliver in September 2018.

QUANTITIES, SIZES, PRINTING, AND FINISHING:

ITEM 1 Future Soldiers Backpacks

Quantity: Approximately 75,000 total Backpacks per order. The required quantity will be as indicated on each print order.

Description:

High-quality, made in the U.S.A., 600 Denier polyester, rectangular shaped/arched top, ACU patterned fabric, multi-zippered, dual-shouldered backpack with PVC backing and ACU fabric, zippered front pocket, with flap over the zipper. Outside dimensions are to be approximately 18”H X 14”W X 5-1/2”D.

Shoulder padding material is also made ACU patterned material. To have an interior zipper pocket approximately 5 X 5-1/2” with organizer for pens, phone and accessory holders, half-moon shaped padded back straps, large front zipper pocket with reflective strip, two opened side mesh pockets for bottles, and two buckles to adjust and secure the backpack. Imprint area is approximately 5”H X 6”W on the front pocket.

Picture of the previous acceptable backpack is attached as pdf file. The previous backpack was manufactured by LBU Inc. Others brands may be acceptable, if of similar size, construction, compliant with the Berry amendment and an approved by the agency at time of preaward and prior to production samples are found acceptable.

Imprint Colors: The US Army Star Logo shall be silkscreened on front of backpack, imprint colors: Opaque Black, Opaque White, and Opaque Yellow (must match PMS 123C), Font: Trade Gothic Condensed Bold. The backpack shall be imprinted below the star logo with registered mark. Font: Interstate Bold, all capital letters, imprint color: Black. Above the star logo will be the words **goarmy.com**, Font: Interstate Bold, in small letters, imprint color: black. The logo will have the registered mark in the Army style guide. Tagline size and spacing will be in accordance with the Army style guide.

Item 2 – T-shirts:

Quantity: Approximately 75,000 total T-shirts per order. The required quantity will be as indicated on each print order.

Size: All t-shirts are to be size- Extra Large – “XL”

Shirt Color: Black

T-shirt Specifications:

The contractor shall provide American made T-shirts, 50% cotton/50% polyester, preshrunk, short-sleeve, ribbed crew neck collar, hemmed sleeve, double needle stitching on sleeves and hem, 5.6 ounce.

Contractor shall use materials meeting the following specs:

The contractor shall use (minimum) 5.6 ounce, 50% cotton/50% polyester fabric for the body, sleeves and neck of the T-shirt. T-shirt shall be black in color.

The collar of the T-shirt shall be tubular rib knit.

The sleeves and hem of the T-shirt shall be two-needle straight hemmed.

The neck and shoulder seams shall be taped.

The fabric shall be color fast. The contractor is prohibited from using dyes and compounds containing elementary sulfur capable of oxidizing to sulfuric acid and resin finishes. The starch and protein content including chloroform-soluble material of any of the finished cloth shall not exceed 6 percent (%).

The contractor shall preshrink all cloth before cutting T-shirts. T-shirts shall not shrink or elongate more than 10 percent (%) after six washings.

The contractor shall use thread that matches the cloth.

The contractor shall include a label that indicates the care instructions for the T-shirts.

The contractor shall construct the T-shirt with no raw edges, runoffs, twists, pleats, puckers, and open seams. The contractor shall use a 3/16" (+/- 1/16 gauge) for over edge stitching.

Imprint Specifications:

The T-shirts shall be direct screen printed with the supplied designs.

Colors used are:

FRONT: 5 Solid Opaque inks for Pantone 7535 (light gray), Pantone 123C (Yellow), Pantone 418C (Dark Green), Pantone 416C (Medium Green), and Opaque White; plus an Opaque white underlay - follow sample for design. (Must use at least 6 screens).

BACK: 2 Solid Opaque inks for Pantone 123C (Yellow) and Opaque White; plus an Opaque white underlay - follow sample for design. (Must use at least 3 screens).

Front art is large, approximately 20" wide X 21-1/2" tall

Back is approximately 10 X 10"

The contractor shall "flash" all T-shirts after initial imprinting. (Flashing is a process that jells ink prior to application of second inking.)

Contractor **MUST** create the white underlays at no added cost to the Government. Follow furnish sample

A picture of the front and back imprint of the t-shirt is attached as a pdf file.

PACKAGING, LABELING, AND MARKING: Noncompliance with the packing and marking instructions will be cause for the Government to take corrective action in accordance with GPO Pub. 310.2. Label in accordance with GPO Contract Terms.

Package carefully to ensure that no damage occurs during shipping. Contractor may be required to waive the cost of any items received in damaged condition.

T-shirts to be folded with Army logo (back) showing and poly-bagged in units of 1 (one).

Mark/label each shipping container with the SOD No., Jacket number, and "Future Soldier Backpacks" and "Future Soldier T-shirts", corresponding to contents.

Cartons are to be ECT-44 and completed not to exceed 45 pounds each when full. Cartons are to be packed in multiples of 10 units.

All expenses incidental to packing and labeling of containers must be borne by the contractor. Refer to Contract Terms and furnished GPO Form 905.

GOVERNMENT TO FURNISH: Electronic artwork will be submitted via email in a variety of formats such as JPG, GIF, TIFF, PDF, PNG, etc. Images may be in a variety of color space settings such as RGB, Pantone, or CMYK, etc. Images will be at least 2 MB in size, 1800 x 1800 pixels, and at least 180 to 300 dpi. At the Government's option, artwork may be furnished on CD/DVD, FTP or other electronic file transfer method such as DropBox or similar.

GPO Form 2511 Print Order: Will be sent to contractor via email (with courtesy copy sent to GPO at the same time). At the Government's option, print orders may be furnished as a hard copy, a faxed copy, on CD/DVD, or by secure FTP. Contractor must be able to accept via email or any of the other means listed. Contractor must not start production of any job prior to receipt of the signed individual print order.

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.

ELECTRONIC PREPRESS: Prior to image processing, the contractor shall perform a basic check (preflight) of furnished media and files to assure accurate output of the required reproduction image. Any errors, media damage or data corruption that might interfere with proper file imaging must be reported to the Agency and Mike Szopo at 312-353-3916 x4 in sufficient time to comply with the shipping schedule. 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. Contractor must maintain the latest version of all programs and operating systems used in this contract as well as maintain backwards-compatibility.

PROOFS:

PDF PROOFS

Email PDF proofs to: Kenneth.m.kispert.civ@mail.mil & mszopo@gpo.gov

Call 502-626-1586 to confirm proofs are received.

Proofs will be withheld not more than **2 workdays** from receipt in agency until contractor is notified of an "OK to proceed to prior". Contractor must not print prior to receipt of an "OK to proceed to prior". Notify mszopo@gpo.gov the morning PDF will be emailed.

Email a proof showing type superimposed on the image that will be used in production.

List item & image sizes.

After the PDF proof are approved:

PRINTED PRIOR TO PRODUCTION SAMPLES: These copies are NOT included in the bid quantity. Priors must be delivered to and picked up from department of the Army, USAREC, Attn: Kenneth Kispert, 1307 Third Ave. Room 3062, Fort Knox, KY 40121. All costs incurred will be borne by the contractor.

Backpacks and t-shirts will require prior to production (preproduction) samples. The contractor shall submit **4 samples of each** to the Fort Knox, KY address and **1 sample of each** to be delivered to GPO Chicago, Attn: Mike Szopo. Samples must comply with the specifications and be exactly the same as the finished

product. These must be provided and approved before any actual production of the items are done. The container and accompanying documentation shall be marked "PREPRODUCTION SAMPLES" and shall include the GPO jacket and purchase order number and Army RPI number.

All samples shall be manufactured at the facilities in which the contract production quantities are to be manufactured.

The Government will approve, conditionally approve, or disapprove the samples within **2 workdays** of the receipt thereof. Approval or conditional approval shall not relieve the contractor from complying with the specifications and all other terms and conditions of the contract. A conditional approval shall state any further action required by the contractor. A notice of disapproval shall state the reasons therefore.

Manufacture of the final product prior to approval of the samples submitted is at the contractor's risk. Samples may or may not be returned to the contractor. All costs, including the costs of all samples, pickups, and deliveries shall be included in the contract price for the production quantity.

NOTIFICATION OF SHIPMENT of prior to production samples: Immediately after the proofs have been shipped, the contractor **MUST** furnish shipping information to Agency. Include the order title, GPO jacket number, requisition number, date of shipment, and tracking information for deliveries. Email Kenneth.m.kispert.civ@mail.mil

AUTHOR'S ALTERATIONS: Author's alterations (AA's) may occur occasionally during the proofing stage. At the Government's option, changes may be supplied by the Agency or requested from the contractor. If contractor requests to invoice for AA's, the requested charges must be immediately brought to the attention of the contract administrator, Mike Szopo, at mszopo@gpo.gov or 312-353-3916 x4 for review and issuance of a GPO Contract Modification. One additional workday may be added to the schedule to accommodate AA's.

Author's alterations (AA's) proofs shall be digital color content PDF proofs. Email PDF proofs to Kenneth.m.kispert.civ@mail.mil (phone 502-626-1586, or to an alternate email address as provided by the Agency. Contractor must call Kenneth Kispert to confirm receipt.

If any contractor's errors are serious enough in the opinion of the GPO to require revised proofs, the revised proofs are to be provided at no expense to the Government. No extra time can be allowed for this reproofing; such operations must be accomplished within the original production schedule allotted in the specifications.

The contractor must not print prior to notification from the agency of an "OK to Print".

PALLETIZING: Contractor will be required to furnish pallets, for bulk shipments, in shipping containers, when the containers fill two or more layers on the pallet. Palletize in accordance with GPO Pub. 310.2.

DISTRIBUTION: Contractor’s price must include delivery (via traceable method).

Deliver F.O.B. Destination (at contractor’s expense) via traceable means to:

Deliver Approximately 75,000 copies per order to (in partials of 25,000 copies):

Monarch Litho, Inc.
1501 Date St.
Montebello, CA 90640
323-727-0300
Mark for Army Future Soldier Kits.

Deliver 4 PRIOR TO PRODUCTION for each Backpack and T-shirts to:

Department of the Army, USAREC, 1307 Third Ave. Room 3062, Fort Knox, KY 40121, Attn: RCPO-PP,
Kenneth Kispert, 502-626-1586.

Deliver 1 Prior to production sample; and 2 final samples for each item from each order to:

U.S. GPO Chicago Regional Office, 200 N. LaSalle St., Suite 810, Chicago, IL 60601, at no additional
charge to the Government. Note “Compliance - Mike Szopo/Program 2502-S” on package.

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).

No definite dates can be predetermined for placement of orders. The first workday of the schedule is the
workday after receipt of the GPO Form 2511 Print Order and all production files and related materials.

All pickups and deliveries must be made Monday through Friday, exclusive of Federal Holidays, before
3:30 pm local prevailing time. Workdays are Monday through Friday, exclusive of Federal Holidays.

The following schedules begin 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.

	WD AFTER
Contractor emails PDF proofs.....	3
Agency reviews PDF proofs and gives “Ok to proceed to priors”	2
Agency reviews priors and gives “Ok to Print”	15
Contractor completes delivery*	45*
*(45 WD for 25,000 partial copies)	

When author’s alterations are made, the schedule may be extended by one workday. Extensions or grace
days will not be permitted if the items will therefore not deliver in time for an event.

Sample Schedule:

For example, if contractor receives notification of availability of government furnished materials and GPO
Form 2511 Print Order on Monday, February 1, 2018:

Contractor emails PDF proofs.....	February 6, 2018
Agency reviews PDFs , gives “Ok to proceed to Priors”	February 8, 2018
Contractor delivers priors.....	March 2, 2018

Agency reviews priors , gives "Ok to Print" March 6, 2018
Contractor delivery of 25,000 copies at destinations May 8, 2018

* Delivery date is the date that the complete order must deliver, including GPO Samples and any returned government furnished materials.

No extension will be made when new proofs are required due to printer's errors.

No additional time will be allowed for multiple orders placed at the same time or whose schedules overlap.

GPO "VERIFICATION OF DELIVERY": Contractor MUST email delivery verification information to VerifyChicago@gpo.gov WITHIN 24 HOURS OF DELIVERY. Enter Program and Print Order numbers in the subject line, and in the body of the message indicate the method of shipment and the delivery date. If a contract specifies a shipping method of **f.o.b. contractor city** (at government's expense), enter the date of shipment. If a contract specifies **f.o.b. destination** (at contractor's expense), enter the date of delivery. If a contract specifies a combination of both methods, include all shipping and delivery dates. **Failure to provide this information for each print order may result in delayed payment of invoices.**

RETURN OF GOVERNMENT FURNISHED MATERIALS: It is not anticipated that GFM will be required to be returned to the agency. However, should the return of GFM to the agency be required, upon completion of each order, all furnished materials must be returned to the agency primary point of contact or to other address as stipulated on the 2511 print order or as otherwise specified by the agency. Returned GFM shall be marked with program number, print order number and jacket number.

Any returned Government Furnished Material must be packaged separately from any other material returned to the IRS and must be clearly labeled as to the contents. Do not include returned GFM in any other packages, and do not include any other material in that package. Do not include a sample copy with the return material unless the agency requests it. Do not package return materials for different orders in the same package. The contractor must be able to produce a separate signed receipt for these materials.

All expenses incidental to pickup of proofs, and return of materials/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 offered in the “Schedule of Prices” to the following units of production which are the estimated requirements to produce one 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 designation corresponds to the one listed in the “Schedule of Prices”.

- I. (a) 75
- (b) 75

SECTION 4. – SCHEDULE OF PRICES

Bids offered are F.O.B. Destination.

SUBMISSION OF OFFERS AND EVALUATION: 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.

Bids submitted with NB (No Bid) or blank spaces for an item 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.

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.

The contractor is cautioned not to perform any operation(s) or produce any product(s) for which a price has not been offered under the contract. Further, the contractor is not to accept orders which are outside the scope of the contract. Any changes made to an order **MUST** be confirmed in writing by the Contracting Officer, Chicago GPO. If such orders are placed by the agency, and no Modification is received from Chicago GPO, the contractor is to notify GPO Chicago immediately. Failure to do so may result in nonpayment.

CONTRACTOR’S INVOICE FOR PAYMENT MUST BE ITEMIZED IN ACCORDANCE WITH THE SCHEDULE OF PRICES. FAILURE TO ITEMIZE IN ACCORDANCE WITH THE SCHEDULE OF PRICES MAY RESULT IN DELAYED PAYMENT.

All billing submitted to the GPO shall be based on the most economical method of production.

Certificate of independent pricing determination.

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

	PRICE PER 1,000
a. Back Pack	\$ _____ /1,000
b. T-Shirts	\$ _____ /1,000

(Initials)

GPO Form 910
(R 8-01) P.57021-4
Part 1
ORIGINAL

U.S. GOVERNMENT PRINTING OFFICE
Printing Procurement Department

BID

All bids are subject to GPO Publication 310.2, Contract Terms (Rev. 6-01) which is incorporated by reference, and the representations and certifications on the reverse of part one of this GPO Form 910.

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 below 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 prompt 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

PERSON AUTHORIZED TO BID

Company _____ Name _____

Address _____ Title _____

City _____ State _____ Zip _____ Signature _____

GPO Contractor Code (if known) _____ Date _____

Telephone Number _____ Facsimile Number _____

Contracting Officer Review _____ Date _____ Certifier _____ Date _____
(Initials) (Initials)

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 Concern. 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. Women-Owned Small Business Concern. 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. Covenant Against Contingent 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, in its discretion, to 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-2. Buy American Certification. Except as may be 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 clause 37 "Buy American Act" in Contract Clauses), and that components of unknown origin have been 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-3. Clean 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. Certificate 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 competitor relating to (i) those prices; (ii) the intention to submit an offer; or (iii) the methods or 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 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);

(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.

(c) 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 rendered against them for: commission of fraud or a criminal offense in 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 the 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.

(c) 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.

(d) 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.

(e) 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 certifications from proposed subcontractors for specific time periods) it will-

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

(2) Retain the certifications 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.