Program 5544-S  Contract Term:  September 1, 2015 through August 31, 2016 plus 4 option years

TITLE: IRS Training Publications

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# Program 5544-S

**Contract Term:** September 1, 2015 through August 31, 2016 plus 4 option years

**TITLE:** IRS Training Publications

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## Program 5544-S  Contract Term: September 1, 2015 through August 31, 2016 plus 4 option years

**TITLE:** IRS Training Publications

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<th>TPS Enterprises Inc Newton, IL</th>
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**AWARDED**

Prepared by: TF
Reviewed by: FM
U.S. GOVERNMENT PRINTING OFFICE
200 N. LaSalle St, Suite 810
Chicago, IL 60601

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

IRS Training Publications

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

IRS NDC, Bloomington, Illinois

Single Award

BID OPENING: Bids shall be publicly opened at 2 p.m. prevailing Chicago, IL time on August 13, 2015.

BID SUBMISSION: Facsimile bids are acceptable (see GPO Contract Terms, Pub. 310.2, effective December 1, 1987 (Rev. 06/01)). 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. Government Printing Office, 200 N. LaSalle St., Suite 810, Chicago, IL 60601, or fax bids to 312-886-2057.

CONTRACT TERM: The term of this contract is for the period beginning September 1, 2015 and ending August 31, 2016 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: The previous contract requirement for an award in each of two categories has been revised to one single award. Section 4.-Schedule of Prices has been revised. Other related changes from the previous specifications are scattered throughout. Bidders are cautioned to familiarize themselves with all provisions of these specifications before bidding.

INFORMATION: For questions about these specifications call Felicia McGurren at 312-353-3916 x 33524. Please do not call with requests for specifications or abstracts – this information is available on the GPO website at http://www.gpo.gov/gpo/abstracts/abstract.action?region=Chicago.

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).


DOING BUSINESS WITH THE 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:
(a) Printing Attributes -Level III.
(b) Finishing Attributes - Level III.

Inspection Levels (from ANSI/ASQC Z1.4):
(a) Non-destructive Tests - General Inspection Level I.
(b) Destructive Tests - Special Inspection Level S-2.

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

ATTRIBUTE SPECIFIED STANDARD
P-7. Type Quality and Uniformity Furnished electronic files
P-8. Halftone Match Furnished electronic files

SUBCONTRACTING: The predominant production function is printing. Bidders who must subcontract this operation will be declared non-responsible.

PREAWARD SURVEY: In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct a preaward survey or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.
POSTAWARD CONFERENCE: At the Government’s option, a postaward conference may be held at the contractor’s plant or via phone conference call. One or more Government representatives will attend. Contractor will be required to provide the on-site meeting area and have representatives available from all areas of production. Security requirements as well as all aspects of end-to-end production requirements and milestones may be discussed. No additional charge will be allowed for this requirement.

PLANT PRODUCTION INSPECTIONS: The Government reserves the right to have plant inspections at any time during the contract. These may be to inspect press sheets but may also be to review other aspects of production including the handling of “OFFICIAL USE ONLY” material.

Press sheets may be inspected at the contractor’s plant at the start of production for quality conformance. Note: A press sheet inspection is for the purpose of setting specific standards that are to be maintained throughout the entire run. It does not constitute a prior approval of the entire run.

Press sheets must contain control bars for each color of ink on the sheet. Control bars must be placed parallel to the press’s ink rollers. The control bars must show areas consisting of 3/16 x 3/16” minimum solid color patches; tint patches of 25, 50, and 75%; dot gain scale (such as Brunner, GATF, GRETAG, or RIT), and gray balance patches for process color (if applicable).

Inspection is restricted to between 7:00 am and 7:00 pm, and cannot be scheduled for weekends or federal holidays.

If press inspections are waived, the contractor must assume responsibility for the accuracy and quality of the finished product.

If press inspections are required, it will be so indicated on the print order. Contractor will be required to provide the Government with the date and time of press inspection at the time of placement of the order or shortly thereafter. If possible, contractor should try to provide a minimum 2 workday notice. It is understood that due to the short production time in this contract, that might not always be possible.

OFFICIAL USE ONLY: Some or all of the orders placed under this contract will be marked for “Official Use Only”. “Official Use Only” documents are the property of the IRS and are construed to be a “thing of value” protected by statute (18 USC 641, as modified by 18 USC 3571). All copies must be accounted for and all waste and printing plates must be destroyed beyond recognition or reconstruction. No sample copies may be sent to the GPO on orders so marked. The following clauses regarding “SAFEGUARDS” and “CRIMINAL/CIVIL SANCTIONS” are applicable as follows:

SAFEGUARDS: Any Treasury Department information made available, which is marked “Official Use Only,” shall be used only for the purpose of carrying out the provisions of this contract, and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

CRIMINAL/CIVIL SANCTIONS: Each officer or employee of the contractor or subcontractor at any tier to whom “Official Use Only” information may be made available or disclosed shall by notified in writing by the contractor that “Official Use Only” information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such “Official Use Only” information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 USC Sections 641 and 3571. Section 641 of 18 USC provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by fine or imprisoned up to ten years or both.
RIGHTS IN DATA: The term “data” as used herein, includes all information in connection with the supplies and operations under the contract herein, including but not exclusive to, magnetic tapes, disks, or other magnetic or similar media, transmissions of or access to any digitized information, and any other data information furnished to or accessed by the contractor, or produced by the contractor.

All data, whether produced in the performance of this contract or delivered by the Government to the contractor for use during the performance of the contract, shall be the sole property of the Government. The contractor shall have no rights at common law or equity and may not establish any statutory copyright in such data. The contractor shall not sell, publish, copy, or distribute any such data, in whole or in part, (other than as required by the terms of this contract), without the express written consent of the Government.

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 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 periodic pricing revision.

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, 2015 to August 31, 2016, 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 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 three months prior to the beginning of the contract, 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.
If the Government exercises an option, the extended contract shall be considered to include this economic price adjustment clause.

**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 individual "Print Orders" for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and 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, 2015 through August 31, 2016 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. Mailing/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 from commercial sources 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.

Orders issued during the effective period of this contract and not completed within that time are to be completed by the contractor within the time specified in the order. 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 that 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.

**OPTIONS:** Whenever an option is indicated in the specifications, it is the Government's option, not the contractor's, unless it is specifically stated otherwise.

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.

In addition, contractor is required to email delivery receipts and final invoice in PDF format to originator of each GPO Form 2511 print order. All documents should be in one PDF file. Originator’s email address will be found at the bottom of each GPO Form 2511 print order. Subject line of the email will be the print order number.

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 self-cover and separate cover books and pamphlets requiring such operations as pickup or receipt of electronic files, electronic prepress, printing in one color, binding, labeling, packing and distribution.

TITLE: IRS Training Publications.

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

FREQUENCY OF ORDERS: Approximately 156 print orders per year. It is anticipated that most orders will be placed September through December. However, it is expected that orders will be placed throughout the year. As many as 25 orders may be placed in any one 5 workday period. Contractor may be required to produce as many as 1,000,000 impressions in any one 5 workday period.

Quantities up to and including 400 copies: approximately 55% of orders
Quantities over 400 copies: approximately 45% of orders

QUANTITY: Approximately 10 to 10,000 copies per order. Occasionally, an order may be less than 10 copies or may exceed 10,000 copies.

NUMBER OF PAGES: Approximately 10 to 2,500 text pages. Occasionally, the number of pages may be less than 10 or may exceed 2,000. An occasional order may require a separate cover.

<table>
<thead>
<tr>
<th>Number of Copies</th>
<th>Est. % of Orders</th>
<th>Number of Pages</th>
<th>Est. % of Orders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 200</td>
<td>35%</td>
<td>Up to 100</td>
<td>22%</td>
</tr>
<tr>
<td>201 to 400</td>
<td>18%</td>
<td>102 to 300</td>
<td>33%</td>
</tr>
<tr>
<td>401 to 999</td>
<td>28%</td>
<td>302 to 600</td>
<td>34%</td>
</tr>
<tr>
<td>1,000 to 3,999</td>
<td>18%</td>
<td>602 to 1,000</td>
<td>8%</td>
</tr>
<tr>
<td>4,000 to 8,000</td>
<td>1%</td>
<td>Over 1,000</td>
<td>3%</td>
</tr>
</tbody>
</table>

Quantities indicated on the print order are exact quantities. **Shortages are not allowed and contractor will be required to reprint to make up shortages.**

TRIM SIZE: 8-1/2 x 11".

GOVERNMENT TO FURNISH:

Electronic files in Adobe Acrobat PDF format. Acrobat PDF files created in a Windows platform using Microsoft Word. Contractor must be able to use the latest version of this program as well as be backwards compatible. At the Government’s option, electronic files will be furnished via email or on media such as CD/DVD as is suitable per document file sizes.

For furnished CDs/DVDs, the contractor will be required to furnish at contractor’s expense a suitable shipping account number, and packing materials if requested; to the agency point of contact.

Fonts may not always be furnished. Contractor must maintain an extensive library of fonts for possible use during production of this contract.
Furnished Fonts: Fonts provided, if any, (see “CONTRACTOR TO FURNISH”) are the property of the ordering agency and are provided for use on this contract only. Using the furnished fonts for any job other than the one for which the fonts were submitted violates copyright law. All fonts should be eliminated from contractor archive immediately after completion of the production run.

GPO Form 2511 Print Order: Print orders will generally be sent via email. At the Government’s option, print orders may be furnished as a hard copy, a faxed copy, or by secure FTP. Contractor must be able to accept via email or any of the other means listed.

IRS Carton Labels: Electronic files in Adobe Acrobat PDF format. See items #2 through #4 below for additional information.

Government Bills of Lading: See “DISTRIBUTION” regarding Government Bills of Lading (GBL’s).

The following material will be furnished for use in distribution:

1. Distribution list. Distribution List (Form 2040 F/T) or other distribution list will be furnished. Distribution list will contain the names, addresses and quantity per address. Distribution lists will be provided primarily in electronic format (Excel, Word, PDF). At the Government’s option, distribution lists may be furnished as hard copy or as faxed. In most cases the distribution list will be sent via email to the contractor. Contractor must be able to accept via email.

2. Electronic file for IRS Package/Carton Labels (IRS Form 6153) specific to each order. This label is furnished partially completed (customized for the individual print order). These labels must be reproduced by the contractor on white stock. These labels may contain barcodes and may NOT be reduced in size by the contractor. Contractor will be required to complete parts of the label as needed. (Delivery address may be printed on the label(s) or may be required to be inserted by the contractor, carton number of total (e.g., 1 of 3, 2 of 3, 3 of 3) in shipment, and similar.) At the Government’s option, labels may be furnished as a hard copy, as a faxed copy, or sent via e-mail. Sometimes, more than one label may be furnished and contractor must take care to use the correct label for the correct destination. This is used in addition to other required outer labels. These labels are plain paper (no adhesive).

3. Training Materials Label (IRS Document 6310). Labels are 8.5 x 5.5". Every carton requires application of this label. PDF of these labels will be provided by IRS either at the beginning of the contract or with each order. This label must be laser printed (or copied) on orange paper. This label does not require any completion by the contractor. These labels are plain paper (no adhesive).

4. List of recipients for email notification of shipping. This list will be furnished to the contractor at the beginning of the contract. Currently there are approximately 5 recipients for email notification. This quantity will change (increase or decrease) during the term of the contract. Contractor will be required to up-date their data base as changes are made. Contractor must notify the entire list of e-mail recipients on the same day that shipping is made. The information required in the e-mail includes the Print Order Number, Ship Date, and all shipment tracking numbers associated with the job. Notification must be sent on every print order unless specified otherwise.

**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.

Contractor must have capability to download files from a contractor-maintained FTP site.
**ELECTRONIC PREPRESS:** Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing 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 Felicia McGurren at 312-353-3916 x33524 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 Assurance Through Attributes Program (QATAP) quality level. Contractor must maintain the latest version of all programs and operating systems used in this contract as well as maintain backwards-compatibility.

**COMPOSITION:** Type and rules generated from furnished electronic media must be produced on a high resolution output device producing quality equal or better than an image resolution of 600 dpi.

Proofs will NOT be required. The contractor will be responsible for performing all necessary proofreading to insure that the final product is in conformity with the electronic files submitted.

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

- White Offset Book, basis size 25 x 38", 50 lbs. per 500 sheets, equal to JCP Code A60.
- Vellum-finished Cover, White and Colored, basis size 20 x 26", 65 lbs. per 500 sheets, equal to JCP Code L20.

All cover stock must have grain parallel to the 11" dimension. On occasion, a colored stock for covers may be ordered. Contractor must be able to provide a paper that matches the agency’s request for color.

**PRINTING:** Text prints head to head, head to side, or one side only in black ink. Most orders will be self cover. It is estimated that an occasional order will require separate covers. Separate covers will print in black ink. Text and separate covers will primarily be line copy but may include screen tints and/or halftones.

At contractor’s option, the products in these specifications may be produced via conventional offset or digital printing, provided that Quality Level 3 standards are maintained. Final output must be a minimum of 150 line screen and at a minimum resolution of 1200 x 1200 x 1 dpi or 600 x 600 x 4 bit depth technology.

**MARGINS:** Per copy or file. No bleeds.

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

**BINDING:** Various binding styles will be ordered. Each print order will contain complete binding instructions. Bind on the 11" dimension.

Collating: Collate text pages, or text pages with cover if applicable. Trim 4 sides as needed. At the contractor’s option, collating can be either manual or electronic (such as when using Adobe Acrobat software). Electronic collating of pages is considered to be the equivalent of manual collating for the purposes of this contract. No additional charges will be allowed for collating, whether manual or electronic. No additional charges will be allowed for trimming.
Drilling: It is anticipated that approximately nearly all orders will require drilling, and that only an occasional order will not require drilling. Follow drilling instructions on the furnished GPO Form 2511 print order. Most orders are expected to drill three 3/8”, 5/16, or 1/4” diameter round holes, 4-1/4” center to center, centered on the left 11” side, with center of holes to be 3/8” from bind edge of product. If the hole size is not specified on the print order, use 3/8” diameter holes. No additional charges will be allowed for drilling.

Stitching: An occasional order may require ULC stitching, usually in an order for books up to 200 pages. When ordered, stitch with one wire stitch in the upper left corner. Additional charges will be allowed in the “Schedule of Prices” for stitching.

Shrink Film Wrapping and Chipboard Backing: Most orders will require shrink film wrapping per each book ordered. When shrink film wrapping is required, the contractor must include a chipboard backing at the back of the publication before shrink film wrapping. Chipboard backing must be at the back only. The front cover page of the publication must be visible through the shrink film wrap. Occasionally, orders will require the contractor to shrink film wrap a specific number of copies per wrap. Follow instructions as provided on each print order, or per other agency instructions. Additional charges will be allowed in the “Schedule of Prices” for shrink film wrapping. No additional charge will be allowed for the chipboard backing.

LABELING AND MARKING: IRS label forms will be used in lieu of the GPO Form 905 Label. Contractor to laser print two different carton labels for each print order. Labels are 8.5” x 5.5”. Labels will be provided in PDF format. One label will be printed on standard white copy paper. The other label will be printed on orange paper. Carton labels must be adhered to the cartons as instructed and may not be reduced in size.

Failure to follow labeling and packaging requirements will result in rejection of shipment at destination, or correction at contractor’s expense.

As an exception to GPO Contract Terms (GPO Pub. 310.2), the Government may chose to correct improper, partial, or incorrect labeling, and charge all costs to the contractor. No additional charges will be allowed for the labeling and marking requirements. The packing charges must include the costs of these operations.

IRS Package/Carton Labels (IRS Form 6153) are required for each order. A partially completed form (or forms) customized for that print order will be furnished with each print order. This may be furnished as hard copy, fax, or via e-mail. Contractor must reproduce the forms on WHITE STOCK. Contractor must reproduce the forms and complete the required information. Note that although contractor may be able to preprint some of the information prior to reproducing, other information such as the carton number in the total must be added afterwards. Sometimes more than one form will be furnished for reproduction. Usually, these will then have different addresses in the “Deliver To:” area. Sometimes that area will be completed by the IRS and sometimes the contractor will need to complete that area from the information on the distribution list. Contractor must take care that the correct forms are used for the correct destinations. All information completed by the contractor must be in black ink. Contractor must affix a label to one end of each shipping container. All labels must be visible after being palletized. No additional labels, bar codes, or addresses to be attached on palletized shipments.

IRS Training Materials Labels (IRS Document 6310) are required for each order. These are to identify the materials therein as training materials. Contractor is NOT required to make any entries on these labels. Cartons must contain one label, 8.5” x 5.5”, on one long side, and envelopes must contain one label each, affixed to the back.
Contractor must consolidate all shrink wrap packages going to the same destination, matching the first 5 digits of the 9-digit number on the inner wrap labels with the 5-digit number on the outer wrap label. For example, contractor will take all inner shrink film wrapped packages with “10000” as the first five digits of the 9-digit number on the label. These packages will be consolidated into one or more shipping containers (as required) and contractor will affix the outer label that has the matching 5-digit number; in this example “10000”. If more than one container is required, contractor will be required to duplicate the outer label at no additional cost. Multiple shipping containers to a single destination must specify Box __ of __ on the label and on a contractor furnished packing list that must be included in each container.

Each package must be clearly labeled with the GPO Jacket Number, Program Number, Print Order Number, IRS Requisition Number, Training Publication Number (including date) and quantity therein. All of the information must be included on the label.

Contractor must generate all required small package carrier labels and paperwork. Contractor will be required to complete all furnished Government Bills of Lading (when applicable). No additional charges will be allowed for these requirements.

**PACKING**: Do not mix different print orders within any form of packing. Each form of packing whether envelope, padded bag, container, or pallet must be for the individual print order. Contractor may have more than one print order with the same destination(s). These are to be kept separate; they are NOT to be combined.

Shrink film wrap individual books or quantities as required. (See “BINDING”).

Insert single or multiple copies up to 200 leaves into kraft envelopes. For quantities over 200 leaves up to 12 lbs., pack in padded shipping bags, and over 12 lbs. up to 32 lbs., pack in shipping containers. Shipping container must not exceed 32 lbs. when fully packed. Use only new corrugated or solid fiberboard containers with a minimum bursting strength of 275 psi.

**Shipping containers for shipments to NDC, Bloomington, IL must be 17-1/2 x 11-1/2 x 7-1/4”**. This is the only acceptable size container – NO EXCEPTIONS. Container size to other destinations is not critical.

Do NOT mix different orders within a container. Pack suitably to prevent damage during transit.

No additional charges will be allowed in the schedule of prices for packing other than the line item for palletizing.

**PALLETTIZING**: Quantities per each destination of a single publication that weigh 750 lbs. or more must be palletized. Do NOT mix different publications on a single pallet – all containers on a pallet must be the same publication. Do not mix different publications to get a full pallet. Do not have more than one partial pallet of the same publications title in a shipment.

The IRS has specific pallet requirements that must be followed:

Cartons must be securely fastened to the pallet to prevent movement but permit removal without damage to the cartons. Pallets shall contain 54 cartons and be stacked, 9 cartons to a layer, 6 layers high, in reverse layer pattern, with maximum height including pallet of 60”.

Except for size, pallets for IRS must conform with Federal Specifications NN-P-71C, and any amendments thereto as follows: Type III, Group 2 or 3, four way (partial) flush pallet, size L48” x W40”, with a single center stringer. Full entry must be on the 40” width. Do NOT use metal strapping or pallet caps for securing material.

This is the only type of pallet that will be accepted by IRS. Incorrect pallets must be corrected. As an exception to GPO Contract Terms (GPO Pub. 310.2), the Government may chose to correct packaging and palletizing deficiencies and charge all costs to the contractor.
Failure to follow palletizing requirements will result in rejection of shipment at destination, or correction at contractor’s expense.

QUALITY ASSURANCE (QARC) SAMPLES: For orders of 500 copies or more, the contractor must submit QARC sample copies to the U.S. Government Printing Office, Washington, DC (See address in “DISTRIBUTION” section). These copies will be inspected and tested for conformance to the product specifications. The following sampling plan will be employed for selecting the samples contractor must furnish for inspection.

<table>
<thead>
<tr>
<th>Quantity Ordered</th>
<th>Number of QARCs</th>
</tr>
</thead>
<tbody>
<tr>
<td>500-3,200</td>
<td>13</td>
</tr>
<tr>
<td>3,201-10,000</td>
<td>20</td>
</tr>
<tr>
<td>10,001-35,000</td>
<td>32</td>
</tr>
</tbody>
</table>

1. Divide the entire lot into 13, 20 or 32 sublots as applicable per the chart above.

2. Select one copy from each sublot. Do not choose from the same general area in each sublot.

3. Sign and date the selection certificate and pack it with the inspection samples and a copy of the print order. Samples are to be mailed at the same time as the first scheduled shipment.

QARC sample quantities are not to be included in the total quantity ordered. No additional charge will be allowed for QARC samples.

GPO SAMPLES: Mark package with Program Number and Print Order Number. GPO samples are to be shipped at the same time as the scheduled shipment/delivery and cannot be deducted from the total quantity ordered. Deliver sample copies by the most economical method. No additional charge will be allowed for GPO samples. No GPO samples should be sent for orders marked for “Official Use Only.”

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.

DISTRIBUTION:

Ship F.O.B. Contractor’s City (at Government’s expense):

Shipping to various destinations throughout the United States. Most orders will have a bulk shipment to Bloomington, IL. Generally each order will have multiple destinations. For most orders, the number of destinations range from 2 to 5. Occasionally, additional destinations may be required. It is unusual for the total number of destinations to exceed 20.
Shipments Up to 750 lbs. per destination per print order. Shipments that are up to 750 lbs. per individual destination on a print order are to be shipped via the Government’s designated small package carrier. Contractor must use the small package carrier designated by the Government. The designated carrier may change during the term of the contract. The Government will provide the contractor with the account number to be used. Contractor MUST use this account number for these shipments. This account number can only be used for IRS designated shipments under this contract. The account number cannot be used for private use. It cannot be used for any other contracts unless those are IRS contracts where its use is specifically authorized.

Occasionally, the contractor will be required to use an expedited delivery service, such as an overnight service for a portion or all of a print order. This is not covered under the IRS shipping account. For destinations specifically designated on the print order, contractor is to ship reimbursable using the service designated on the print order (e.g., overnight delivery by 10:30 a.m., two day, etc.). Contractor must send at their expense and they will be reimbursed for the actual shipping charges. Contractor will be required to submit a copy of the carrier’s billing with their invoice for reimbursement. Do NOT send orders using other than the IRS account number unless the expedited service is specially authorized on the print order.

Shipments over 750 lbs. per destination per print order. Shipments that are over 750 lbs. are to be sent via freight carriers. The IRS will provide the Government Bill(s) of Lading (GBL’s) for each required destination per print order. It is not anticipated that “blank” or “partially completed” GBL’s will be provided for general use under this contract but rather that IRS GBL’s will be provided per print order when required. At the Government’s option, these GBL’s may be provided as hard copy, via fax, or via e-mail. It is anticipated that email will be most often used and contractor must be able to accept via this means. If GBL’s are furnished, specific instructions will be furnished with them which the contractor must follow. Contractor must use the Government designated carrier. Use of a carrier other than the designated carrier, without the express permission of the IRS, is not authorized. The IRS will not pay for shipping charges for other than their designated carrier(s). It is anticipated that GBL’s will be furnished via email two days in advance of shipment. GBL’s may be accompanied by instructions for “distribution” as well as the designated carrier. Contractor must follow those instructions. GBL’s are obligating documents and GBL’s furnished for one print order under this contract cannot be used for another agency, contract, print order, shipment, or any other use. All unused GBL’s must be returned to the IRS point of contact as designated on the GPO Form 2511 Print Order or as otherwise instructed. If GBL’s are furnished via email, then an email notification of GBL numbers not used will be acceptable.

NOTE: Contractor is not to combine shipments from one print order with another, even if going to the same destination(s). All print orders must be considered individually. This applies to all shipments – whether sent via small package carrier or via Government Bill of Lading.

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

QARC
Copies to: U.S. Government Publishing Office
Printing Procurement
Mail Stop: PPSQ, Quality Assurance Section
732 North Capitol St., NW Room C848
Washington, DC 20401

1 GPO sample of each production item to: U.S. Government Publishing Office
Chicago Regional Office
Attn: (Program #) and (Print Order #)
200 N. LaSalle St., Suite 810
Chicago, IL 60601-1055

EMAIL NOTICES: In addition to supplying a copy of each order invoice including delivery receipts to a single IRS point of contact (see “PAYMENT”), contractor may occasionally be required to email shipping notifications to additional recipients upon request. No additional charges will be allowed for this requirement.
RETURN OF FURNISHED MATERIAL: It is anticipated that most furnished materials should be destroyed within a reasonable standard timeframe upon completion of each order. But if return is specifically requested, Government furnished material must be returned at contractor’s expense to:

IRS National Distribution Center
1201 North Mitsubishi Motorway
BLOOMINGTON, IL 61704-6612

or to any other Continental United States address as stipulated on the print order or supplied by IRS personnel. Any returned Government Furnished Returned furnished material must be packaged separately from any other material shipped to the IRS and must be clearly labeled. Do not include a sample copy with the return material unless the agency requests it. Do not package return materials for different publications in the same 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 schedule for notification of availability of furnished materials or for placement of print orders can be predetermined.

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

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

Specific scheduling requirements will be established at the time each print order is placed. It is anticipated that the placement of orders during the term of the contract will approximate the following:

<table>
<thead>
<tr>
<th>Workdays</th>
<th>% of Orders</th>
</tr>
</thead>
<tbody>
<tr>
<td>4-6</td>
<td>80%</td>
</tr>
<tr>
<td>7-9</td>
<td>20%</td>
</tr>
</tbody>
</table>

No additional charges are allowed due to the required schedule.

Multiple orders may be placed for the same schedule at the same time. It is anticipated that this will occur frequently. Contractor must be able to produce as many as 25 print orders totaling 1,000,000 impressions within a five (5) workday period.

For the purpose of this contract, impressions are defined as follows: Impressions = number of copies X number of pages (whether printed or blank, including covers).

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.
SECTION 3 - DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the “Schedule of Prices” to the following units of production which are the estimated requirements to produce one (1) year’s requirements 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)  (1) 36,810
(2) 63,450
(B)  (1) 17,460
(2) 354,330

II.  (A) 208,530
(B) 100
(C) 100

III. (A) 184,200
(B) 1,200
(C) 90
SECTION 4.- SCHEDULE OF PRICES

Bids offered are F.O.B. Contractor’s City and F.O.B Destination.

Bidder must make an entry in each of the spaces provided, in the category or categories for which bids are submitted. Bidder may bid in one category and no-bid the other category. 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 within the category that a bidder is bidding on 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.

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 print orders which are outside the scope of the contract. Any changes made to the print 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 the Chicago GPO, the contractor is to notify GPO Chicago immediately. Failure to do so may result in nonpayment.

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

Fractional parts of 100 will be prorated at the Per 100 rate.

I. COMPLETE PRODUCT (Except for Item II. “PAPER” and Item III. “ADDITIONAL OPERATIONS”):

The prices offered must be all inclusive for the complete production and distribution (including but not exclusive to prepress, printing, bindery operations (except as noted in Item III.), packing and labeling) as required in accordance with these specifications.

A charge will be allowed for “each page”, whether printed or blank, contained in the products ordered.

Each text leaf contains two pages and each complete cover contains 4 pages. Unless specifically ordered otherwise, if the number of pages is not divisible by four, no more than three blank pages shall be permitted at the end of the text.

Only one makeready or setup charge will be allowed per page regardless of how many copies are run.

(A) Quantity - Up To and Including 400 Copies

(1) Makeready per page.................................................................$________________

(2) Running per page, per 100 copies............................................$_____________

_________________ (Initials)

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)
I. COMPLETE PRODUCT (continued)

(B) Quantity - Over 400 Copies

(1) Makeready per page.................................................................$ 

(2) Running per page, per 100 copies.............................................$ 

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

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

Text - Each page-size leaf.  
Covers - Two page-size leaves will be allowed for each complete cover.  

Per 100 leaves

(A) White Offset Book (50 lbs.)................................................................. $ 

(B) White Vellum-Finish Cover (65 lbs.).................................................... $ 

(C) Colored Vellum-Finish Cover (65 lbs.).................................................. $ 

III. ADDITIONAL OPERATIONS: Prices for each of the following operations must include the cost of all required materials and operations (See “BINDING” for full details).

(A) Shrink-film wrap................................................................. per package ............... $ 

(B) ULC Stitch with one wire.......................................................... per book/pamphlet ....... $ 

(C) Pallets ........................................................................ per pallet ............... $ 

__________ (Initials)

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)
CONTRACTORS NAME AND SIGNATURE: Fill out and return one copy of all pages in "Section 4. Schedule of Prices," initial or sign each in the space provided. See Page 1.

Contractor __________________________________________________________

____________________________________ (City - State - Zip)

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

____________________________________ (Person to be Contacted) (Telephone Number)

____________________________________ (Email Address) (Contractor's Code No.)

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR 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. __________________________

or

JACKET NO. __________________________

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

Company __________________________________________

Address __________________________________________

City __________ State __________ Zip __________

GPO Contractor Code (if known) __________________________

Telephone Number __________________________

Person Authorized to Bid

Name __________________________________________

Title __________________________________________

Signature __________________________________________

Date __________________________________________

GPO Contractor Code (if known) __________________________

Telephone Number __________________________

Facsimile Number __________________________

Contracting Officer Review __________________________

Date __________________________ Certifier __________________________

Date __________________________
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
(a) False statements. 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.

(b) False statements concerning disadvantaged business concerns. 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.

(c) False statements concerning women-owned small business concerns. 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 constitutes 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 for a bona fide employee or agency of the Government, or as an authorized agent, does certify that the principals named in subdivision (c) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(b) 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-3. Offeror Agrees to Certify in Writing to the Small Business Administration. The offeror certifies that those principals have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

R-3. Women-Owned Small Business Concern. By submission of a bid, the bidder represents that the offeror is a women-owned small business concern, unless the bid itself contains an affirmative representation that the offeror is a women-owned small business concern.

C-2. Buy American Certification. Except as may be contained in the bid itself, the contractor certifies that the bid contains a statement stating that the contractor is a United States concern.

C-2. Buy American Certification. Except as may be contained in the bid itself, the contractor certifies that the bid contains a statement stating that the contractor is a United States concern.

C-3. Clean Air and Water. Submission of a bid without statement of exception shall constitute certification.

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

(b) The contractor certifies, 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.


(a) The offeror certifies that:

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

(2) The offeror has not been influenced 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 offeror or competitor to participate in 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]; and

(ii) 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; or

(b) 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.

R-2. Drug-Free Workplace. By submission of a bid, the offeror certifies that the offeror is not subject to subparagraphs (a)(1) through (a)(5) of this provision, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

C-7. 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 contract (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)(B)(i) of this provision.

(ii) As an authorized agent, does certify that the principals named in subdivision (c) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(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.

(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) 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 nonresponsible.

(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 establish that which is normally possessed by a prudent person, and the ordinary course of business dealings.

The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is 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.


(a) "Segregated facilities," as used in this provision, meant 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 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 the 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 certifies that 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). Take Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.