

U.S. GOVERNMENT PRINTING OFFICE

Dallas, Texas

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

COPYING/DUPLICATING

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

Department of Transportation (TSI)

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning DATE OF AWARD and ending February 29, 2020, plus up to four (4) optional 12-month extension periods that may be added in accordance with the "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in SECTION 1 of this contract.

BID OPENING: Bids shall be publicly opened at 11:00 a.m., prevailing Dallas, TX time, on March 8, 2019.

BID SUBMISSION: Submit bid in pre-addressed envelope furnished with solicitation or send to: U.S. Government Publishing Office, Customer Services, Dallas Regional Office, 1100 Commerce Street, Suite 731, Dallas, TX 75242. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO, Fax No. (214) 767-0456. The program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2, as revised June 2001. The contractor is to follow the instructions in the Bid Submission/Opening area.

The GPO 910 "BID" Form is no longer required. Bidders are to fill out, sign/initial, as applicable, all pages of SECTION 4. – SCHEDULE OF PRICES.

BIDDERS, PLEASE NOTE: GPO has issued a new *GPO Publication 310.2, GPO Contract Terms - Solicitation Provisions, Supplemental Specifications, and Contract Clauses (Rev 1-18)*. Prospective bidders should carefully read this publication as the applicable terms within become an integral part of this contract. The document is posted at <https://www.gpo.gov/how-to-work-with-us/vendors/forms-and-standards> along with a list of major revisions.

BIDDERS, PLEASE NOTE: These specifications have been revised; therefore, all bidders are cautioned to familiarize themselves with all provisions of these specifications before bidding. This contract was formerly Program 7757-S.

Abstracts of contract prices are available at <https://www.gpo.gov/how-to-work-with-us/vendors/contract-pricing>.

For information of a technical nature, call Denise Przybylowicz at (214) 767-0451, x7 or email dprzybylowicz@gpo.gov.

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. 01-18)) and GPO Contract Terms, Quality Assurance through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (Rev. 8-02)).

All GPO publications referenced in these specifications are available on the internet via the GPO website, <https://contractorconnection.gpo.gov/>.

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

Product Quality Levels:

- (a) Printing (page related) Attributes – Level III
- (b) Finishing (item related) 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:

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	O. K. Proofs/Average Type Dimension/Electronic Media
P-8. Halftone Match (Single and Double Impression)	Electronic Media
P-10. Process Color Match	Electronic Media

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

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

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

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from March 1, 2020 to February 28, 2021 and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

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

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending three (3) months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending November 30, 2019, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

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

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

POSTAWARD CONFERENCE: Unless waived by the Contracting Officer, the total requirements of the job as indicated in these specifications will be reviewed by Government representatives with the contractor's representatives via teleconference, immediately after award.

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

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from Date of Award through February 29, 2020, plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" upon notification by the Government for purposes of the contract when it is electronically transmitted or otherwise physically furnished to contractor in conformance with the schedule.

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

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

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

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

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

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

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

PAYMENT: Submitting invoices for payment via the GPO fax gateway (if no samples are required) utilizing the GPO barcode coversheet program application is the most efficient method of receiving payment. Instruction for using this method can be found at the following web address:

<http://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/how-to-work-with-us/agency/billing-and-payment>.

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

SECTION 2.- SPECIFICATIONS

SCOPE: These specifications cover the production of short run, fast schedule copying/duplicating of brochures/trifolds and self-cover or separate-cover books and pamphlets, and tabbed dividers requiring such operations as copying/duplicating, binding, packing and delivery.

TITLE: Copying/Duplicating.

FREQUENCY OF ORDERS: Approximately 70 orders per year.

TRIM SIZE, NUMBER OF PAGES, AND QUANTITY:

Books & Pamphlets:

Text and Cover: 8-1/2 x 11". Two-piece Covers consist of two full page size leaves with printed front cover and blank back cover. Two-piece Cover Inserts consist of a Cover Insert at 10 x 11" and a Spine Insert up to 3 x 11" (width of spine may vary). Orders may also require a full size clear protective front cover. Each order will be for 10 to 300 copies with most for less than 100 copies. The number of text pages will range from two to 200.

Tab dividers: 9 x 11" overall. The 9" dimension includes a 1/2" tab extension.

Brochures/Trifolds: Trim size 8-1/2 x 11". Each order will be for 75 to 2,500 copies. More than one brochure may be ordered per print order.

GOVERNMENT TO FURNISH: Print Orders.

Camera copies consisting of line copy (text matter, fine line detail illustrations, and fine line screen tints) to be reproduced at 100%.

CD ROMs, containing all text, logos, line illustrations and halftones. The disks will be produced on an IBM compatible computer using MS Word, PowerPoint and PDF files. Printer and screen fonts will not be included.

Files in PDF format. Files may consist of multiple sections to be collated into one cohesive publication. Agency will furnish additional information for collation instructions.

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: Contractor must be capable of accepting data in these platform/formats for either direct input or conversion to his/her system as part of their basic charge to the Government. No additional time or compensation will be given to the contractor for common errors associated with file output from a different platform. See "Inspection of Files" for brief description of common errors. The contractor will be responsible for proofreading converted formats to ensure that all fonts have transferred platforms completely. **WHEN PROOFS ARE NOT REQUIRED, CONTRACTOR WILL BE RESPONSIBLE FOR FINAL OUTPUT THAT IS IN CONFORMANCE WITH THE VISUALS AS PROVIDED.** *INSPECTION OF FILES: Contractor to perform a basic check, preflight of the furnished files. Check for missing or damaged files, missing or damaged fonts, damaged disks, missing bleeds, improper trim size, improper color definition, and so on. The Contractor will not receive additional compensation or time for common errors associated with the output of files. Common errors include, but are not limited to: 1) color issues and shifts (RGB color data, no spot colors, loss of black plate), 2) page integrity (text reflow or type substitution), 3) errors associated with embedded graphics, 4) missing prepress features (e.g. bleeds, trim marks), creating or correcting (altering) any necessary trapping, setting proper screen angles and frequency, 5) loss of text characters from graphic elements, and 6) **DEFINING PROPER FILE OUTPUT SELECTION FOR THE IMAGING DEVICE BEING USED. CONTRACTOR RESPONSIBLE TO ENSURE THAT THE BLACK TYPE IS A SOLID BLACK NOT A PROCESS BUILD. Any errors other than those just described, media damage, or data corruption that might interfere with proper file imaging discovered at that time must be reported to the Contracting Officer IMMEDIATELY upon discovery. Prior to making any

revisions, the contractor must make a "copy" of the original files, then proceed to make any revisions to the "copy" as required. Further, in addition to the return of the original files, the contractor must furnish final production native application files (digital deliverables, an exact representation of the final printed product) upon completion of the order. All files must be imaged as necessary to meet the assigned Quality Level.

PROOFS: On occasion, PDF proofs may be required. Upon receipt of the print order and furnished files contractor to submit one Press Quality PDF soft proof (for content only) using the same Raster Image Processor (RIP) that will be used to produce the final printed product. PDF proof will be evaluated for text flow, image position, and color breaks. Proof will not be used for color match.

The proofs will be checked for quality and compliance with these specifications, approved or approved on the same workday after receipt. If, in the opinion of the GPO and/or Department, the proofs are not a true representation of the furnished copy, or contain noticeable defects they will be rejected must be corrected and reproofed at no additional expense to the Government. The schedule stated elsewhere in these specifications CANNOT be extended to allow for such reproofing.

CONTRACTOR MUST NOT PRINT PRIOR TO RECEIVING AN "OK TO PRINT"

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 12" dated March 2011.

Text: White and Colored, Plain Copier, Xerographic, basis weight: 20 lbs per 500 sheets, 17 x 22", equal to JCP O-65. It is anticipated that 95% of the pages will print on white paper.

Covers & Tab Dividers: White and Colored Index, basis weight: 110 lbs. per 500 sheets, 25-1/2 x 30-1/2", equal to JCP Code K10.

Protective front cover: Clear mylar with a minimum thickness of 0.005".

Back Cover: Dark blue leatherette grained stock, approximately 17 mil thick.

Brochures/Trifolds: White and Colored Index, basis weight: 110 lbs. per 500 sheets, 25-1/2 x 30-1/2", equal to JCP Code K10.

COPYING/DUPLICATING: Full size two-piece covers with front cover printing on white index on one side only in full color (color copier or equal) and back cover blank both side on either white index or blue leatherette stock.

Two piece Cover Insert and Spine Insert with both inserts printing one side only in full color (color copier or equal).

Print text leaves, as specified, face only or face and back in black ink or in full color (color copier or equal).

Tab dividers print face only on the tab only (no body copy), in blue ink, close color match to Pantone 300 Blue.

MARGINS:

Books and Pamphlets: Adequate gripper margins throughout except an occasional order may bleed.

Brochures/Trifolds: Most will bleed three or four sides. Most will trifold.

BINDING: Bind as indicated on the print order. Various binding styles will be ordered as follows.

Trim four sides, punch suitably on 11" side and plastic comb bind with black combs of a suitable capacity.

Trim four sides, punch suitably and spiral bind. Insert blue (close color match to Pantone 300 Blue) plastic spiral coils of a suitable capacity.

Trim four sides, collate cover insert, and spine with text (tab dividers), and shrink-film wrap.

Trim four sides with one stitch in upper left corner.

Orders may require drilling. When specified, drill three 3/8" diameter holes centered on the 11" side, 4-1/4" center to center. Center of holes are to be 3/8" from left edge of product. Other drilling requirements may be ordered. Do not drill cover and spine combinations.

Tabs must be reinforced by the lamination method of a single thickness of clear plastic, cellulose acetate, polyethylene terephthalate, or equal materials, securely bonded to each side of the divider, shall lap over at least 3/8" on to the base sheet and shall extend at least 3/8" beyond the tab ends. The outer edge of the tab must be smooth.

Brochures/Trifolds trim four sides and when ordered fold to approximately 3-2/3 x 8-1/2" with two vertical folds, title panel out. Score on the fold. Grain must run parallel to spine.

PACKING: Shrink-film pack in units of each book/pamphlet, as ordered. An occasional order will require a chipboard or equal stiffener in each shrink-film package to ensure that contents do not curl. Pack suitably. Pack to protect tab divider extensions.

LABELING AND MARKING: Contractor to download GPO Form 905 (R. 7-15) – Labeling and Marking Specifications which can be located on GPO.gov, fill in appropriate blanks, and attach to shipping containers.

DISTRIBUTION:

Deliver f.o.b. destination to: Radonna Snider (405) 954-3682; TSI Transit Division; Multi-Purpose Bldg., Room 327; 6500 S. MacArthur Blvd; Oklahoma City OK 73169

SCHEDULE: No definite schedule for pick-up of material can be specified.

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

Furnished material will be delivered to the contractor's plant at Government expense.

Production and delivery to the Oklahoma City, OK address must be made within 5 to 15 workdays from receipt of the material, as ordered.

The ship/deliver date indicated on the print order is the date products ordered for delivery f.o.b. destination must be delivered to the destination(s) specified.

Certificate of Conformance: When using Permit Imprint Mail the contractor must complete GPO Form 712 - Certificate of Conformance (Rev. 2-91), supplied by GPO and the appropriate mailing statement or statements, supplied by USPS.

Upon completion of each order, contractor must notify the ordering agency (on the same day the order delivers) via email to the address indicated on the print order. The subject line of the email shall be "Distribution Notice for Program 2725-S, Print Order XXXXX, Jacket Number XXX-XXX." The notice must provide all applicable tracking numbers, delivery method, and title of product. Contractor must be able to provide copies of all delivery receipts upon agency request.

Upon completion of each order, contractor must return all furnished materials and digital deliverables to: DOT/RITA/TSI/RTI-80, ATTN: Radonna Snider, 405-954-4799, 6500 McArthur Blvd, Multi-Purpose Building Room 327, Oklahoma City, OK 73169-6900.

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

SECTION 3.- DETERMINATION OF AWARD

The Government will determine the lowest offer by applying the prices offered by each offeror 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 during a like period of time.

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

- I. (a) 10,000

- II. A. (1) 42,365
(2) 34,931

- B. (1) 30
(2) 330
(3) 66

- C. 3,620

- D. 500

- III. A. 1,000
B. 3,500
C. 10
D. 4,200
E. 18,714
F. 200

SECTION 4.- SCHEDULE OF PRICES

Offers offered are f.o.b. destination and f.o.b. contractor's city.

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

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

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

Offers 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.

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

Fractional parts of 10 will be prorated at the per 10 rate.

I. PROOFING: The prices offered must be all-inclusive for output from electronic media, and shall include the cost of all materials and operations as applicable.

(a) PDF proofs.....per page.....\$_____

II. COPYING/DUPLICATING:

A. TEXT (including stock): Each leaf consists of two pages. Leaves may have combinations of black, full color, and blank pages.

(1) Items copied/duplicated in black, 8-1/2x11", per printed side..... per 10 impressions.... \$_____

(2) Items copied/duplicated in full color, 8-1/2x11", per printed side.. per 10 impressions.... \$_____

B. COMPLETE COVERS (including stock):

(1) Full size 2 Piece Covers (white index): Printed in full color..... per 10 sets..... \$_____

(2) Full size 2 Piece Cover (white index front cover printed in full color and blank blue leatherette back cover)..... per 10 sets..... \$_____

(3) Cover/Spine Inserts (white index): Printed in full color..... per 10 sets..... \$_____

C. TAB DIVIDERS (including stock): Printed in blue ink..... per 10 tab dividers.... \$_____

D. BROCHURES (including stock, folding, and scoring):
Printed in full color..... per 10 brochures..... \$_____

(Initials)

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)

II. BINDING:

- A. Shrink film packaging..... per package..... \$_____
- B. Spiral plastic (coil) binding..... per publication..... \$_____
- C. Plastic comb binding..... per publication..... \$_____
- D. Stitching in upper left corner. per publication..... \$_____
- E. Three hole drilling..... per 10 leaves..... \$_____
- F. Protective Mylar Cover..... per 10 leaves..... \$_____

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)

Initials

BID ACCEPTANCE PERIOD: In compliance with the above, the undersigned agree, 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 points(s), in exact accordance with specifications.

NOTE: Failure to provide a 60-day bid acceptance period may result in expiration of the bid prior to award.

BIDDER'S NAME AND SIGNATURE: Unless specific written exception is taken, the bidder, by signing and submitting a bid, agrees with and accepts responsibility for all certifications and representations as required by the solicitation and GPO Contract Terms-Publication 310.2. When responding by fax or mail, fill out and return one copy of all pages in "SECTION 4. -SCHEDULE OF PRICES," including initialing/signing where indicated.

Failure to sign the signature block below may result in the bid being declared non-responsive.

Bidder _____
(Contractor Name) (GPO Contractor's Code)

(Street Address)

(City - State - Zip Code)

By _____
(Printed Name, Signature, and Title of Person Authorized to Sign this Bid) (Date)

(Person to be Contacted) (Telephone Number) (Email)

SHIPMENT(S): Shipments 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, the contractor will be responsible for any additional shipping costs incurred.

DISCOUNTS: Discounts are offered for payment as follows: _____ Percent, _____ calendar days. See Article 12 "Discounts" of Solicitation Provisions in GPO Contract Terms (Publication 310.2).

AMENDMENT(S): Bidder hereby acknowledges amendment(s) number(ed) _____

THIS SECTION FOR GPO USE ONLY

Certified by: _____ Date: _____ Contracting Officer: _____ Date: _____
(Initials) (Initials)
