

U.S. GOVERNMENT PRINTING OFFICE

Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

CD-ROM Duplication

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

Federal Energy Regulatory Commission (FERC)

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning August 1, 2013 and ending July 31, 2014, plus up to four (4) optional 12-month extension periods that maybe added in accordance with the "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in SECTION 1 of this contract.

BID OPENING: Bids shall be publicly opened at 11:00 a.m., prevailing Washington, DC, time, on July 12, 2013.

BID SUBMISSION: Submit bid in pre-addressed envelope furnished with solicitation or send to: U.S. Government Printing Office, Bid Section, Room C-161, Stop: PPSB, 732 North Capitol Street, NW, Washington, DC 20401. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO Bid Section, Fax No. (202) 512-1782. The program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2, as revised June 2001.

PRODUCTION AREA: It is assumed that all production facilities used in the manufacture of the product(s) ordered under this contract will be located within a 50-mile radius of zero milestone Washington, DC.

Any bidder intending to use production facilities outside this area should furnish information with the bid which will, on its face, demonstrate ability to meet the schedule requirements. The determination by the Government of the acceptability of this information in no way relieves the successful bidder of the responsibility for compliance with these schedule requirements.

BIDDERS, PLEASE NOTE: These specifications have been EXTENSIVELY revised; therefore, all bidders are cautioned to familiarize themselves with all provisions of these specifications before bidding.

Abstracts of contract prices are available at: <http://www.gpo.gov/gpo/abstracts/abstract.action?region=Central>.

For information of a technical nature call Keith Togans at (202) 512-0307. (No collect calls.) Email address ktogans@gpo.gov, fax number (202) 512-1612.

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)).

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

GPO QATAP (GPO Publication 310.1) – <http://www.gpo.gov/pdfs/vendors/sfas/qatap.pdf>.

DISPUTES: GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008 clause found at <http://www.gpo.gov/pdfs/vendors/contractdisputes.pdf>. This June 2008 clause also cancels and supersedes any other disputes language currently included in existing contractual actions.

SUBCONTRACTING: The predominant production function for this procurement is CD-ROM duplication. Any bidder who must subcontract this operation will be declared non-responsible.

CD-ROM DUPLICATION/REPLICATION: Several firms claim patent rights, which may be applicable to CD-ROM duplication/replication. For example, see <http://www.licensing.philips.com>. U.S. Philips Corporation and Sony Corporation claim to hold patents for certain technologies essential to the manufacture and replication of CD-ROMs and assert it is impossible to manufacture or replicate a CD-ROM without infringing these patents. The patent claims cover, among other things, both the physical structure of and manner in which data is encoded on a CD-ROM. Other firms, including Discovision Associates, Irvine, CA, also claim similar patent rights.

Each bidder's attention is invited to the patent indemnification provisions of GPO Contract Terms (Publication 310.2, effective December 1, 1987 (Rev. 6-01)) since the successful bidder will be responsible for compliance with all applicable patents, including any for CD-ROMs.

By submission of a bid, bidders certify that they hold a license under all patents applicable to their duplication/replication of CD-ROMs.

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

Product Quality Levels:

- (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:

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	Approved Proofs/Electronic Media
P-10. Process Color Match	Approved Proofs/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 the beginning of the contract to July 31, 2014, 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 April 30, 2013, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

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

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

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 August 1, 2013 through July 31, 2014, 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.

WARRANTY: Contract Clause 15, “Warranty”, of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)) is amended for the solicitation to the effect that the warranty period is EXTENDED from 120 days to one calendar year from the date the check is tendered as final payment for all replications which prove to be defective in material, manufacture, or labeling. All other provisions remain the same.

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.

SECTION 2. – SPECIFICATIONS

SCOPE: These specifications cover the production of Compact Discs - Read Only Memory (CD-ROM) from furnished CD-ROM master requiring such operations as duplication of discs, printing of title on discs, inserting, packing, labeling, and distribution

TITLE: CD-ROM Duplication.

FREQUENCY OF ORDERS: Up to approximately 10 orders per year.

QUANTITY: Approximately 100 to 3,500 CD-ROMs per order.

TRIM SIZE: 120 mm diameter.

GOVERNMENT TO FURNISH: CD-ROM master.

PDF file for disc artwork.

One reproduction proof, Form 905 (Rev. 6/03), with labeling and marking specifications.

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 is required to create a searchable PDF file (from the furnished CD-ROM) to include an auto start function and Adobe Reader.

PROOFS:

One (1) Adobe Acrobat version 7.0.5 PDF (version 1.6) soft proof of disc title/artwork. Proof will be transferred to the agency via email. The PDF proof will be evaluated for image position and color breaks. Proof will not be used for color match.

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

The contractor must not print prior to receipt of an “OK to print.”

DATA FORMAT VERIFICATION: Upon receipt of the input media, the contractor shall review the files for usability and completeness. The contractor shall verify compliance of each image with the requirements of ISO 10149 and ISO 9660. The contractor shall immediately notify the Government of any problems with the furnished data files, including files which are damaged, unreadable, oversized, or not in compliance with ISO 10149 and ISO 9660. Any delay by the contractor in notifying the Government of defective furnished material will not release the contractor from meeting the delivery and distribution schedule.

DATA CAPACITY: The contractor must be capable of producing disc containing up to 74 minutes and 40 seconds of user data (i.e. 688,128,000 bytes of data in mode 1).

CD-ROM MANUFACTURING SPECIFICATIONS:

Discs produced under this contract shall be 120mm CD-ROMs as governed by the International Standards IEC 908 and amendment, ISO 10149 and ISO 9660. All sectors containing user data shall have their Sector Mode Byte set to (01)H, and the sector content and layout shall be structured accordingly.

PRINTING: Title prints on top of disc in four-color process. All printing on the disc shall comply with the requirements set forth in International Standards IEC 60908 and ISO 10149 for CD-ROM. Ink used for the disc title must not damage the lacquer layer.

PACKING: Insert each disc into a white paper sleeve with glassine window with disc title showing through window.

Pack suitably in shipping containers.

LABELING AND MARKING: Reproduce shipping container label from furnished repro, fill in appropriate blanks, and attach to shipping containers.

QUALITY ASSURANCE INSPECTION SAMPLES: When indicated on the print order, the contractor will be required to submit Quality Assurance Inspection Samples to test for compliance against the specifications. This Quality Assurance Inspection Samples package must include three (3) CD-ROM discs. Discs will be paid for at the running rate offered in the contractor's bid and their cost will not be considered for award.

Business Reply Mail labels will be furnished for mailing the Quality Assurance Inspection Samples. The package containing the samples must be of sufficient quality to prevent damage during transit, must be identified by the GPO jacket number, program number, print order number, and title, and must contain a copy of the print order. The samples are to be mailed at the same time as the first scheduled shipment.

A U.S. Postal Service approved certificate of mailing, identified by GPO program, jacket, and print order numbers must be furnished with billing as evidence of mailing.

DISTRIBUTION: Deliver f.o.b. destination to FERC, Attn: Tyrone Simpkins, Room 3P, 888 First Street, NE, Washington, DC 20426. Telephone: (202) 502-8474. Inside delivery is required.

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 282-S, Print Order XXXXX, Jacket Number XXX-XXX." The notice must provide all applicable tracking numbers, delivery method, and title of publication. Contractor must be able to provide copies of all delivery receipts upon agency request.

Upon completion of each order, all furnished material must be returned to the address listed above.

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

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

Furnished material must be picked up from and delivered to FERC, Attn: Tyrone Simpkins, Room 3P, 888 First Street, NE, Washington, DC 20426. Telephone: (202) 502-8474.

Proof of disc title/artwork is to be emailed to Tyrone Simpkins at tyrone.simpkins@ferc.gov.

No definite schedule for pickup of material can be predetermined.

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

Contractor must email proof for disc label within one (1) workday.

Proof will be withheld no more than one (1) workday from their receipt at the Department. (The first workday after receipt of proof at the Department is day one (1) of the hold time.)

NOTE: "OK to print" for proof will be given by telephone or via email.

REGULAR SCHEDULE: Contractor must complete production and distribution within five (5) workdays after receipt of "OK to print" for the disc title/artwork.

ACCELERATED SCHEDULE: Contractor must complete production and distribution within three (3) workdays after receipt of "OK to print" for the disc title/artwork.

When an accelerated schedule is required, it will be indicated on the print order and the contractor will be reimbursed in accordance with their bid for "PREMIUM PAYMENTS" as described under "DETERMINATION OF AWARD".

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.

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.

For compliance reporting purposes, the contractor is to notify the U.S. Government Printing Office of the date of shipment or delivery. Upon completion of each order, contractor must contact the Shared Support Services Compliance Section via email at compliance@gpo.gov; via telephone at (202) 512-0520; or via facsimile at (202) 512-1364. Personnel receiving email, call, or facsimile will be unable to respond to questions of a technical nature or to transfer any inquiries.

SECTION 3. – DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the “SCHEDULE OF PRICES” to the following units of production which are the estimated requirements to produce one (1) year’s production under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period of time.

PREMIUM PAYMENTS: Orders requiring an accelerated production schedule will be paid for at the premium rate in accordance with the contractor’s offered percentage in the “SCHEDULE OF PRICES”.

All other orders will be placed with the regular schedule and paid for at the basic prices offered.

Percentages offered for premium priced work are additional to the basic prices offered for units of work. Premium payments, when authorized, will apply to all items in the “SCHEDULE OF PRICES”.

Failure of the contractor to deliver work at the time specified will result in disallowance of premium payments that were anticipated and the contractor will not list such items on his invoice.

It is estimated that 60% of the orders placed on this contract will require an accelerated schedule. Premium payments for an accelerated schedule will be evaluated for award. Evaluation will be affected by applying the percentage increase, offered for the accelerated schedule in the “SCHEDULE OF PRICES” (item II.), to 60% of the prices offered for all items.

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

I. 115

SECTION 4. – SCHEDULE OF PRICES

Bids offered are f.o.b. destination.

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

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids may be declared non-responsive.

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

Bids submitted with NB (No Bid) or blank spaces for an item may be declared non-responsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the DETERMINATION OF AWARD) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

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

Fractional parts of 100 will be prorated at the per-100 rate.

I. COMPLETE PRODUCT: Prices offered shall include the cost of all required materials and operations necessary (including proof and paper sleeves) for the complete production and distribution of the product listed in accordance with these specifications.

CD-ROM Duplication.....per 100 discs\$_____

II. PREMIUM PAYMENTS:

Percentage Increase.....%

My production facilities are located within the assumed area of production yes _____ no _____

NOTICE: Bidders OUTSIDE the assumed production area specified on page one of these specifications should complete the following information.

1. Proposed carrier(s) for pickup of Government Furnished Material_____

a. Number of hours from acceptance of print order to pickup of Government Furnished Material....._____

b. Number of hours from pickup of Government Furnished Material to delivery at contractor's plant....._____

2. Proposed carrier(s) for delivery of completed product_____

a. Number of hours from notification to carrier to pickup of completed product_____

b. Number of hours from pickup of completed product to delivery at destination_____

(Initials)

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

Bidder _____

(City - State)

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

(Person to be contacted)

(Telephone Number)