

U.S. GOVERNMENT PRINTING OFFICE

Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

U.S. District Court Violations Notice Books

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

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning July 1, 2012 and ending June 30, 2013, plus up to four (4) optional 12-month extension periods that may be added in accordance with the "OPTION TO EXTEND THE CONTRACT TERM" clause in this contract.

BID OPENING :Bids shall be publicly opened at 11 a.m., prevailing Washington, DC time, on **JULY 5, 2012**.

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 36 H 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.

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

For information of a technical nature call Bruce Nowak at (202) 512-0303 (No collect calls).

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 (Rev. 8-02))

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>. 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.

DISPUTES: GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008 clause found at 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.

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) Nondestructive 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	Camera Copy/Proofs/Electronic Media

OPTION TO EXTEND THE CONTRACT TERM: The Government has the option to extend the term of this contract for a period of twelve (12) months by written notice to the contractor not later than thirty (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 Date of Award to June 30, 2013, 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 twelve (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 twelve (12)-month interval ending *March 31, 2012*, 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.

PRE-AWARD SURVEY: In order to determine the responsibility of the prime contractor, the Government reserves the right to conduct an on-site pre-award 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.

PRE-AWARD TEST: The contractor being considered for award may be required to demonstrate their ability to produce the items required in these specifications at the requisite quality level by completing a pre-award test. The Government reserves the right to waive the pre-award test if there is other evidence that, in the opinion of the Contracting Officer, indicates that the contractor being considered for award has the capability to successfully produce the items required.

For the pre-award test, the Government will furnish camera copy, previously printed sample or a file in PDF format that is representative of the furnished materials under these specifications.

The prospective contractor must print and bind five (5) sample books.

Pre-award test samples will be inspected and tested for conformance of materials and must comply with the specifications stated herein as to construction, kind, and quality of materials. Test samples will be tested for usage and/or for construction.

Test samples must be submitted to the Government within 10 workdays of receipt of furnished test materials.

If the pre-award test samples are disapproved by the Government, the contractor may be permitted, at the option of the Government, additional time to correct defects or to submit additional test samples if so notified by the Contracting Officer.

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

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

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

No charges will be allowed for costs incurred in the performance of this pre-award test.

POST-AWARD 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 at the U.S. Government Printing Office, Washington, DC, immediately after award.

ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS: A GPO purchase order will be issued to the contractor to cover work performed. The purchase order will be supplemented by an individual "print order" and various jacket numbers 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 June 30, 2013** plus for such additional periods 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 (1) calendar year from the date the check is tendered as final payment. 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.

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 multiple-part carbonless paper sets to include a return envelope in a matchbook style binding with chipboard back plus top cover requiring such operations as printing, numbering, binding, packing, and distribution.

TITLES: U.S. District Court Violations Notice Books

FREQUENCY OF ORDERS: Approximately 2 to 3 orders per year.

QUANTITY: Approximately, 8,000 (200,000 citation/ticket sets) books per order.

NUMBER OF PAGES: Each book consists of 25 sets of four parts.

TRIM SIZE: Detached size – 4-1/4 x 8-1/2". The size listed does not include the area of the binding stub. Stub width is 4-1/4".

GOVERNMENT TO FURNISH:

Camera copy, previously printed sample or a file in PDF format.

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

A supply of blue labels and selection certificates for shipping Departmental Random copies.

Identification markings such as register marks, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried on the camera copy, must not print on finished product.

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under "Government to Furnish," necessary to produce the products in accordance with these specifications

PROOFS:

When specified in the print order, the contractor will submit one (1) or two (2) sets of composite content or similar proofs of the 4-part form. Proofs shall be collated in page sequence with all elements in proper position (not pasted up), imaged face and back, and trimmed to the finished size of the product.

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.

When proofs are required, the contractor must not print prior to receipt of 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"

A copy of the "Government Paper Specification Standards" is available at:
http://www.gpo.gov/pdfs/customers/sfas/vol12/vol_12.pdf

All paper used in each copy must be of a uniform shade.

Part-1 (Original Copy): White Chemical Transfer Bond, CB, basis weight: 20 lbs. per 500 sheets, 17 x 22";
Part-2: (Officer's Copy): Pink Chemical Transfer Bond, CFB, basis weight: 13-17 lbs. per 500 sheets, 17 x 22";
Part-3: (Defendant Copy): Yellow Chemical Transfer Bond, CFB, basis weight 13-17 lbs. per 500 sheets, 17x22";
and
Part-4: (Payment Return Copy and Envelope): Buff Chemical Transfer Ledger, CF, basis weight: 27 lbs. per 500 sheets, 17 x 22". If the paper supplied has a basis weight of 13 - 17 lbs. per 500 sheets, 17 x 22", then the paper must conform to all specifications contained in JCP Code O-80.

Folding Top Cover: High-Finish Manila Tag Board, basis weight: 150 lbs. per 500 sheets, 24x36", JCP Code P10.

PRINTING:

Print head-to-head in black. There are marginal changes from the face of parts 1 to 2 and 2 to 3 and a major change from part 3 to 4. There are major changes from the back of part 2 to 3 and 3 to 4. Copy designations (part-to-part changes) print in black.

Front flap of Top Cover prints one side in black ink.

Part-4 constructs as a return envelope. It prints face and back on the flap, prints with security pattern on inside panels of the envelope and prints on the face of the envelope portion.

Contractor to set and position the Form Number and revision date in the lower left corner on parts 1, 2, and 3, only.

NUMBERING: Number parts 1-4 in two places (same number in each location) in black on the top left and right (right is rotated 90 degrees clockwise and parallel to the detached 8-1/2" dimension). Numbering will be seven (7) numbers. Starting number will be indicated on the Print Order. Numbers will be consecutive and shall appear in the same position on each part. Crash numbering is acceptable provided, the numbers are clear and legible on all parts. Missing numbers are not acceptable.

MARGINS: Head: 3/16", Side: 3/16"

BINDING:

Perforation to form the stub must be such as to guarantee easy separation of all parts in one (1) operation, but sufficient strength must be retained to prevent disengagement of any part under normal handling and shipping conditions.

SET CONSTRUCTION: Binding stub holds together Parts 1 through 4 at the 4-1/4" top with two (2) side wire stitches. Part-4 constructs as an open side return envelope, requiring such operations as firm gluing along the 4-1/4" folded sides, CF (Chemical Face) chemical transfer coating to flap; one (1) horizontal (parallel to the 4-1/4" dimension) and two (2) vertical perforations (parallel to the 8-1/2" dimension approximately 7/16" apart; die cutting of the printed flap from the perforation 3-13/16" to the right edge and down 9/16"; application of a strip of two (2) sided transfer tape (Kleenstick or equal) along the envelope's 9" dimension. See attachments A-1, A-2 and B for a visual construction guide.

MATCHBOOK CONSTRUCTION: Bind 25 sets (Parts 1 through 4) per book, low number on top, matchbook style, with reinforcing strip on top (or at contractor's option, cover may wrap around stub). A piece of chipboard, .020-.022 caliper, is to be placed between bottom set and cover. Bottom cover to wrap around to form a writing stop. Score cover on all folds. See attachment B for a visual guide for book construction.

PACKING: Shrink film wrap in units of five (5) books of consecutive ticket numbers with the low ticket numbered book on top with an easy to read label stating the starting and ending numbers contained in the package. Pack 30 books per shipping container with the low numbered five book package(s) on top and label the shipping container with an easy to read label stating the starting and ending ticket numbers contained within.

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

DISTRIBUTION:

Deliver f.o.b. destination; to: Central Violations Bureau, 7550 IH 10 West, Suite 600, SanAntonio, TX 78229, ATTN: Wayne Hernandez, 210-301-6424, Inside Delivery Required. Christine Haas 210-301-6307.

All shipments must be made by traceable means with inside delivery required to room number specified. A signed receipt is required.

Quantities will be furnished with each order.

All expenses incidental to returning materials, submitting proofs, and furnishing sample copies 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 will be available for pickup at Central Violations Bureau, 7550 IH 10 West, Suite 600, San Antonio, TX 78229, Christine Haas 210-301-6307, Christine_Haas@cvb.uscourts.gov.

Proofs must be delivered to and picked up from the same address unless otherwise specified.

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.

Complete production and delivery will be as follows:

Thirty (30) business days will be the amount of days per order.

The ship/deliver date indicated on the print order is the date products ordered must be delivered to the destination(s) specified per the Schedule.

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.

Upon completion of each order, the contractor is to notify the U.S. GPO of the date of shipment or delivery. Call (202) 512-0520; callers outside Washington, DC area may call toll free 1-800-424-9470 or 9471 or email information to compliance@gpo.gov .

SECTION 3.- DETERMINATION OF AWARD

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

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

I. (a)(1) 3
(2) 240

II. (a) 1

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 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 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 for the complete production and distribution of the product listed in accordance with these specifications. One makeready will be allowed per order.

	<u>Makeready and/or Setup</u> (1)	<u>Running Per 100 books</u> (2)
(a) Per matchbook (25 4-part forms per book)	\$ _____	\$ _____

II. ADDITIONAL OPERATIONS:

(a) Proofs per 4-part set \$ _____

INSTRUCTIONS FOR BID SUBMISSION: Fill out "Section 4.- Schedule of Prices," initialing or signing each page in the space(s) provided. Submit two (original and one exact duplicate) copies 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 _____

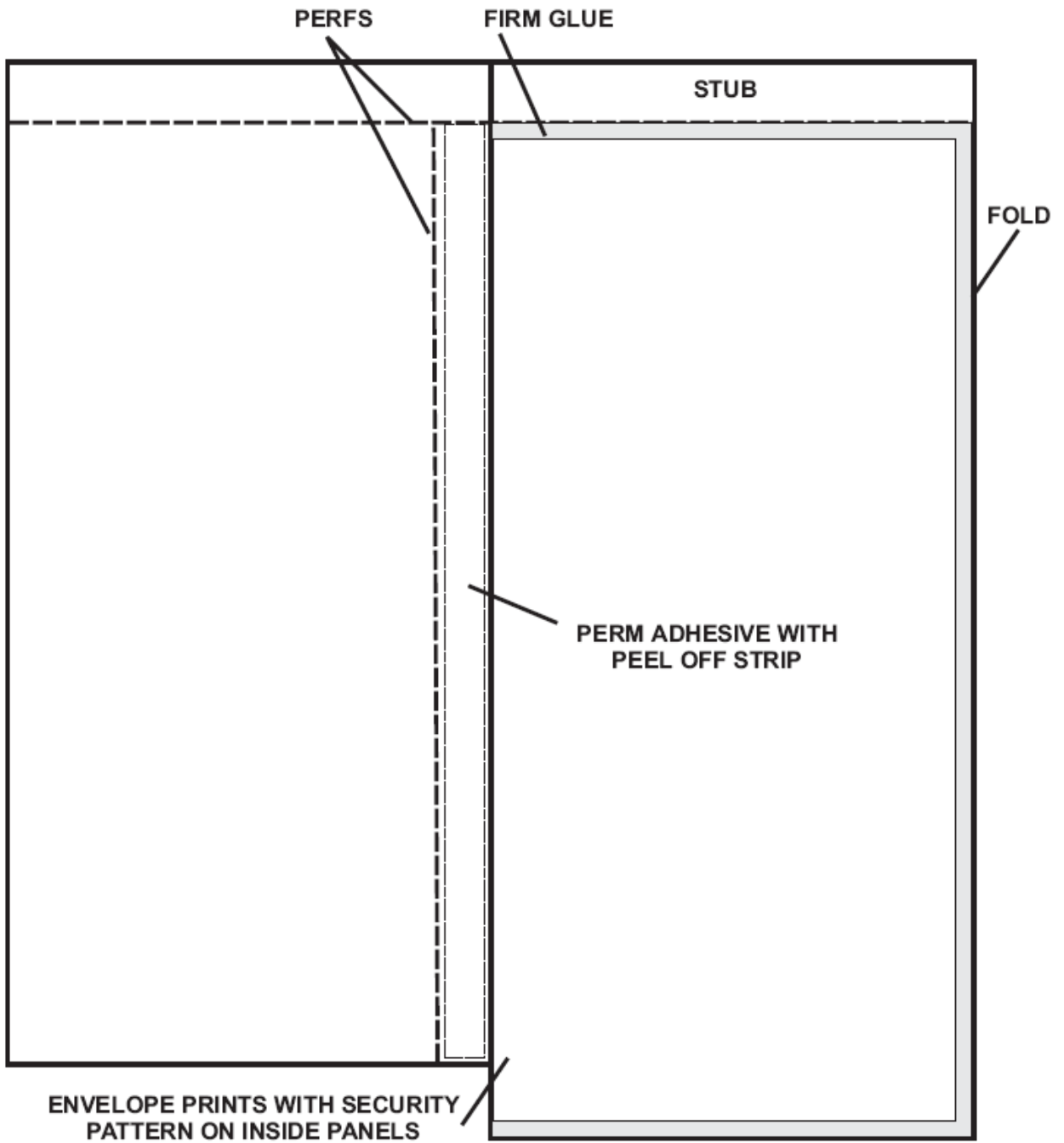
(City - State)

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

(Person to be contacted)

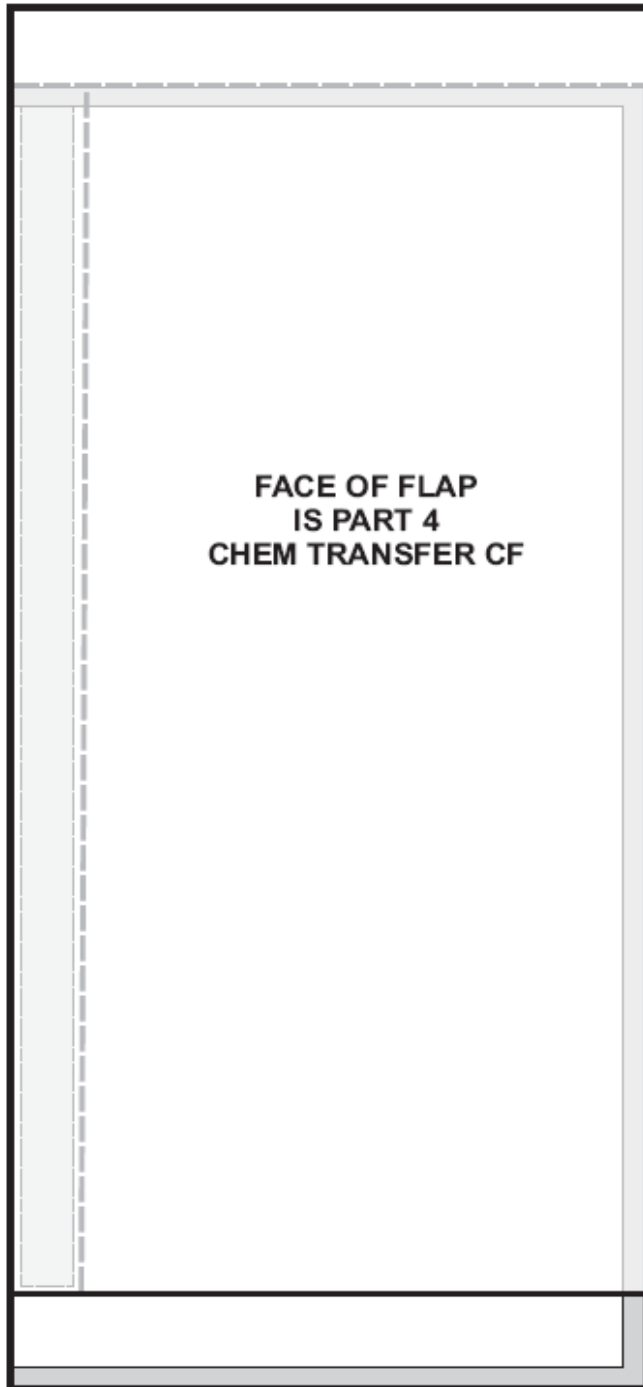
(Telephone Number)

NOT TO SCALE
ENVELOPE FLAP DIMENSIONS MUST PERMIT INSERTION
INTO ENVELOPE AFTER TEARING OFF AT PERFORATION



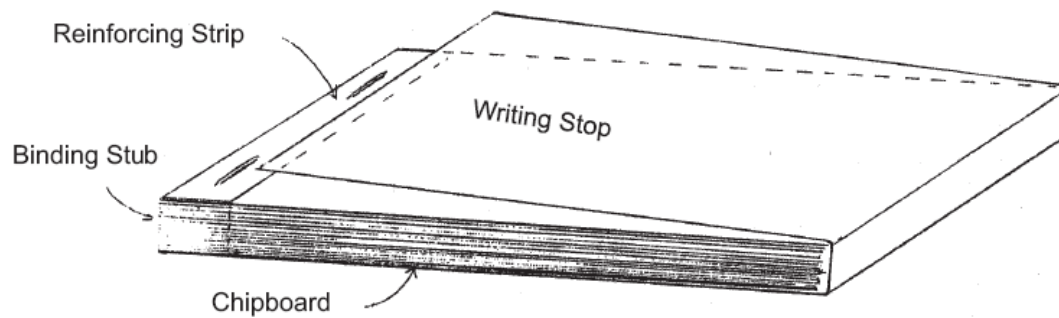
ATTACHMENT A-1

**NOT TO SCALE
THIS VIEW DISPLAYS ENVELOPE AS IT IS
SITUATED AS PART 4 OF FORM**



ATTACHMENT A-2

Attachment B



CONSTRUCTION: Bind _____-part sets per book. Matchbook style cover with reinforcing strip on top. (May wrap around binding stub or not at contractor's option.) Two wire stitches through binding stub. A piece of chipboard or equal, approximately .020" thick to be placed between bottom set and cover. Cover to fold around to form writing stop. SCORE cover at all folds.