

U.S. GOVERNMENT PUBLISHING OFFICE

Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Etched Copper Stamping Dies

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

U.S. Government Publishing Office

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning the September 1, 2022, and ending August 31, 2023, plus up to two (2) optional 12-month extension periods that may be added by the "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in SECTION 1 of this contract.

BID OPENING: Bid should be opened at 11: 00 a.m., prevailing Washington, DC Time, on August 19, 2022 at the Government Publishing Office, Washington, DC. (Due to the COVID-19 pandemic, this will NOT be a public bid opening.)

BID SUBMISSION: Due to the COVID-19 pandemic, the physical office, Washington, DC, will NOT be open to the public. Based on this, bidders must submit email bids for this solicitation to: bidsapsdc@gpo.gov. No other method of bid submission will be accepted at this time. The program number and bid opening date must be specified in the subject line of the emailed bid submission.

Bids received after 11:00 a.m. on the bid opening date specified above will not be considered for award.

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 <https://www.gpo.gov/how-to-work-with-us/vendors/contract-pricing>.

For information of a technical nature, contact Cecilia Dominguez Castro on (202) 512-0418 or at cdominguezcastro@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)).

GPO Contract Terms (GPO Publication 310.2) – <https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/contractterms2018.p>

SUBCONTRACTING: The predominant production function is die making. Any contractor who cannot perform the predominant production function will be declared non-responsible.

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 three (3) years as a result of, and including, any extension added under this clause. Further extension may be negotiated under the “EXTENSION OF CONTRACT TERM” clause. See also “ECONOMIC PRICE ADJUSTMENT” for authorized pricing adjustments(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 September 1, 2022 to August 31, 2023, 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 May 31, 2022, 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. As part of the financial determination, the contractor in line for award may be required to provide one or more of the following financial documents:

- 1) Most recent profit and loss statement
- 2) Most recent balance sheet
- 3) Statement of cash flows
- 4) Current official bank statement
- 5) Current lines of credit (with amounts available)
- 6) Letter of commitment from paper supplier(s)
- 7) Letter of commitment from any subcontractor

The documents will be reviewed to validate that adequate financial resources are available to perform the contract requirements. Documents submitted will be kept confidential and used only for the determination of responsibility by the Government. Failure to provide the requested information in the time specified by the Government may result in the Contracting Officer not having adequate information to reach an affirmative determination of responsibility.

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 September 1, 2022 through August 31, 2023 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 the contractor in conformance with the schedule.

REQUIREMENTS: This is a requirements contract for the items and the period specified herein. Delivery of items or performance of work shall be made only as authorized by orders issued under 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 above 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 because 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 delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for 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 under the "ORDERING" clause of this contract.

ADDITIONAL EMAILED BID SUBMISSION PROVISIONS: The Government will not be responsible for any failure attributable to the transmission or receipt of the emailed bid including, but not limited to, the following –

1. Illegibility of bid.
2. Emails over 75 MB may not be received by GPO due to size limitations for receiving emails.
3. The bidder's email provider may have different size limitations for sending email; however, bidders are advised not to exceed GPO's stated limit.
4. When the email bid is received by GPO, it will remain unopened until the specified bid opening time. Government personnel will not validate receipt of the emailed bid before bid opening. GPO will use the prevailing time (specified as the local time zone) and the exact time that the email is received by GPO's email server as the official time stamp for bid receipt at the specified location.

PAYMENT: Submitting invoices for payment via the GPO fax gateway 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/vendors/how-to-get-paid>.

All contractor billing invoices must be itemized under the line items in the "SCHEDULE OF PRICES."

SECTION 2. – SPECIFICATIONS

SCOPE: These specifications cover the production and delivery of etched copper stamping dies.

TITLE: Etched Copper Stamping Dies.

FREQUENCY OF ORDERS/QUANTITY: Approximately 50 orders per year for 1 to 10 stamping dies per order.

More than one order may be placed in the same week.

It is estimated that 90% of orders will be for less than five (5) stamping dies. An occasional order may be placed for up to approximately 40 stamping dies.

SIZE: Minimum 1/2 x 1/2"; maximum 12 x 19". The average size of stamping dies ordered is anticipated to be approximately 50 square inches.

THICKNESS: 0.250".

GOVERNMENT TO FURNISH: Electronic media will be furnished as follows:

Platform: Microsoft Windows.

Storage Media: Email.

Software: Adobe Acrobat, Adobe InDesign. All files will be created in current versions or near current versions of the above-mentioned programs.

NOTE: All Government software upgrades (for specified applications) which may occur during the term of the contract, must be supported by the contractor.

Fonts: All printer and screen fonts will be furnished/embedded, as applicable.

Contractor is cautioned that furnished fonts are the property of the Government and/or its originator. All furnished fonts are to be eliminated from the contractor's archive immediately after completion of the contract.

Additional Information: Files will be furnished in native application and/or PDF format. Image will consist of line art which includes type, line illustrations, and flat-tone areas. Reproduction of images may be required at output sizes other than 100%.

On occasion, camera copy and or negatives may be furnished.

Identification markings, such as commercial identification marks of any kind, etc., must not be transferred to finished product.

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.

STAMPING DIES: Stamping dies must be cleanly etched; undercut or mushroom dots and dirty or ragged etching must be avoided.

All open spaces over one inch must be closely etched to eliminate shoulders and increase the depth to at least 0.120" to 0.125" for a 0.250" thickness.

Etched copper stamping dies must be 0.250" thick deep etched, routed deep, unmounted, and not beveled.

One (1) die strike sample of the stamping die on cover stock must be provided with the stamping die for verification.

PACKING: Pack suitably in shipping containers. A die strike sample must be attached to the outside of the package to identify the die.

All shipments which fill less than a shipping container must be packaged with materials of sufficient strength and durability and in such a manner which will guarantee that the product will not be damaged and the package will not open nor split during the delivery process.

LABELING AND MARKING: Contractor to download the "Labeling and Marking Specifications" form (GPO Form 905, Rev. 7-15) from www.gpo.gov, fill in appropriate blanks, and attach to shipping containers. Label must clearly show GPO program number, jacket number, and print order number.

DISTRIBUTION: Deliver f.o.b. destination to: U.S. Government Publishing Office, Attn: Robert White, Room C-320, Stop: PDB, 44 H Street, NW, Washington, DC 20401. (Telephone: (202) 512-0640)

Upon completion of each order, the 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 0015-S, Print Order XXXXX, Jacket Number XXX-XXX." The notice must provide all applicable tracking numbers, delivery method, and title of the 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 (if applicable) to: U.S. Government Publishing Office, 27 G Street, NW, Washington, DC 20401

All expenses incidental to picking up and returning of furnished materials (if applicable), 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).

Print order will be furnished via email.

If applicable, furnished material must be picked up from and returned to: U.S. Government Publishing Office, 27 G Street, NW, Washington, DC 20401.

At the Government's option, furnished PDF files may be transmitted to the contractor via email. The Government shall supply furnished materials via email for all orders requiring "Accelerated Schedule."

No definite schedule for placement of orders/pickup of materials can be predetermined.

The following schedules begin the workday after receipt of the print order and furnished material; the workday after receipt will be the first workday of the schedule.

Regular schedule:

- For orders requiring five (5) or less stamping dies, contractor must complete production and distribution within five (5) workdays of receipt of the print order and furnished material.
- For orders requiring more than five (5) stamping dies, contractor must complete production and distribution within 10 workdays of receipt of the print order and furnished material.

Accelerated Schedule: Approximately 15% of all orders issued will require an accelerated schedule requiring five (5) or less stamping dies.

- Furnished materials will be made available to the contractor the same workday after notification of the availability of print order between the hours of 9:00 a.m. to 5:00 p.m. If notification of the availability of print order and furnished material is provided to the contractor after 3:00 p.m., the “Accelerated Schedule” will begin the following workday.
- Contractor must complete production and distribution within 24 hours of receipt of the print order and furnished material.

When accelerated schedule is required, it will be indicated on the print order. If an order placed requiring the accelerated schedule is not specified on the print order, the contractor is to notify the GPO immediately for further instruction.

The mail/delivery date indicated on the print order is the date products ordered for delivery f.o.b. destination must be delivered to the destination 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 Publishing Offices 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 or via telephone at (202) 512-0520. Personnel receiving the email or call will be unable to respond to questions of a technical nature or to transfer any inquires.

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 the accelerated schedule will be paid for at the premium rate under 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.

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 their billing invoice.

It is estimated that 15% of all 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 15% of the prices offered for all items.

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

	(1)	(2)
I.	107	243

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), NA (Not Applicable), 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.

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

I. COMPLETE PRODUCT: Prices offered must be all inclusive, as applicable, and must include the cost of all required materials and operations necessary for the complete production and distribution of the item listed in accordance with these specifications.

	First <u>10 sq. in.</u> (1)	Each additional 10 sq. in. or <u>fraction thereof</u> (2)
Per stamping die.....	\$ _____	\$ _____

II. PREMIUM PAYMENTS: Premium payments, when authorized, will apply to all items. The percentage increase will be added to all orders which require the "Accelerated Schedule."

Percentage increase..... _____%

(Initials)

SHIPMENTS: 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 Solicitations Provisions in GPO Contract Terms (Publication 310.2).

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

BID ACCEPTANCE PERIOD: 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. Failure to provide a 60-day bid acceptance period may result in the expiration of the bid before award.

BIDDER'S NAME AND SIGNATURE: Unless a 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 email, fill out and return one copy of all pages in "SECTION 4. – SCHEDULE OF PRICES," including initialing/signing where indicated. Valid electronic signatures will be accepted per the Uniform Electronic Transactions Act, §2. Electronic signatures must be verifiable of the person authorized by the company to sign bids. *Failure to sign the signature block below may result in the Bid being declared non-responsive.*

Bidder _____
(Contractor's 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) (Fax Number)

THIS SECTION FOR GPO USE ONLY

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