

Jacket: 671-620 R-1
Title: Backpacks
Agency: ARNG CA
Bid Opening: March 2, 2023

at 11AM PST

Contractor Name	Quantity	Bid	Terms		Discounted Total
Anomar Holdings/USA Gov Max	3575	\$138,875.00		30 days	\$138,875.00
ML Click Mktg dba True Uniform	3420	\$138,875.00		30 days	\$138,875.00
Eagle Group Sportswear	3275	\$138,875.00	1.0%	10 days	\$138,875.00
KD8 Enterprises LLC	3252	\$138,875.00		30 days	\$138,875.00
Trophy House	3238	\$138,875.00		30 days	\$138,875.00
USA Promo Solutions LLC	3203	\$138,875.00		30 days	\$138,875.00
Veterans4You	3050	\$138,875.00	1.0%	10 days	\$138,875.00
Graff Solutions LLC/Green Monkey	2620	\$138,875.00	1.0%	20 days	\$137,486.25
Contract Managing Partner	2462	\$138,875.00	5.0%	20 days	\$131,931.25
Eric Vance	2125	\$138,875.00		30 days	\$138,875.00
Shannell Thomas	1850	\$138,875.00	5.0%	15 days	\$138,875.00
PC Vision Inc	1460	\$138,875.00	1.0%	10 days	\$138,875.00
				days	\$0.00
				days	\$0.00
				days	\$0.00
				days	\$0.00
				days	\$0.00
				days	\$0.00
				days	\$0.00
				days	\$0.00

AWARDED

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U.S. GOVERNMENT PUBLISHING OFFICE

Southwestern Region

General Terms, Conditions, and Specifications
for the procurement of

Backpacks

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

California Army National Guard

BID OPENING: Bids shall be opened at 11:00 a.m., prevailing Pacific Standard Time (PST), on **March 2, 2023**. This will NOT be a public bid opening.

**READVVERTISE R-1 – REVISED BACKPACK TO UNDER ARMOUR UA TEAM HUSTLE 5.0
BACKPACK. DELIVERY DATE CHANGED TO MAY 11, 2023.**

BID SUBMISSION: Bidders MUST submit email bids to bidssanfran@gpo.gov for this solicitation. No other method of bid submission will be accepted at this time. The jacket number and bid opening date must be specified in the subject line of the emailed bid submission. **Bids received after 11:00am on the bid opening date specified above will not be considered for award.**

Bidders are to fill out, sign/initial, as applicable, Page 8 “SCHEDULE OF PRICES”.

BIDDER 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 email, fill out and return one completed copy of all applicable pages (pg. 8) that include the Jacket Number, Bid Price, Additional Rate, Discounts, Amendments, Bid Acceptance Period, and Bidder’s Name and Signature, including signing where indicated. Valid electronic signatures will be accepted in accordance with the Uniform Electronic Transactions Act, § 2. Electronic signatures must be verifiable of the person authorized by the company to sign bids.

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 75MB may 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 prior to 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.

For information regarding the solicitation requirements prior to award, please contact Jennifer Yarbrough at 707-748-1976 or jyarbrough@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. 09-19)).

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

GPO QATAP (GPO Publication 310.1) – <https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/qatap-rev-09-19.pdf>.

PREAWARD 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/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) 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.

NOTE: Prior to award the apparent low vendor must be able to show ability to produce the product in question and may be asked to supply samples of similar items.

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

Product Quality Levels:

- (a) Printing Attributes - Quality Level III
- (b) Finishing Attributes - Quality Level III

Inspection Levels from ANSI/ASQC Z1.4 (MIL-STD 105):

- (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 Preproduction Sample Proofs

PREDOMINANT PRODUCTION FUNCTION: The predominant production function is hereby waived. Printing firms, manufacturers, dealers or brokers may submit offers for this solicitation.

BUY AMERICAN ACT - NOTE: In compliance with Contract Terms 310.2 (Rev. 01-18), Contractor must state

within bid submitted either that the end product is a Domestic end product or a Foreign end product as defined in Contract Clause 37 for the requested promotional item. Domestic end product or Foreign end product must be indicated [Indicate either: in the comments field when submitting Bids using Contractor Connect. or: on the face of the bid submitted for sealed bid procurements.] The contractor shall indicate "product of unknown origin" when it is unknown if the product offered is a domestic end product; in that instance, GPO will consider the bid as a Foreign end product, in accordance with Contract Terms, Certifications C-2 (Buy American Certification), that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

SUBCONTRACTING: The contractor may make contracts for the furnishing of all or any part of the supplies or work specified. Accordingly, Contract Clause 6, "Subcontracts," of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 01-18)), does not apply to this procurement.

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 invoicing. Instructions 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>.

SECTION 2.- SPECIFICATIONS

TITLE: Backpacks

FIXED PRICE-INDEFINITE QUANTITY CONTRACT: This is a fixed-price contract. The bidder submitting a response shall bid the maximum quantity, inclusive of all costs (including non-reimbursable mail or freight, if applicable), that shall be delivered to the Government per the specification requirements for a total of **\$138,875.00**.

Bids shall include the cost of all materials and operations for the total quantity ordered. Bids shall be prepared in conformance with the Schedule of Prices.

If author's alterations are made during the proofing stage, the total quantity may be decreased in accordance with the contractor's submitted additional rate to offset the cost of the author's alterations.

DESCRIPTION: Under Armour UA Team Hustle 5.0 Backpack – must be the exact and authentic brand specified. No substitutions for brand, style or color allowed. Features include laptop sleeve, shoe pocket and abrasion-resistant bottom panel. Color is black. See Appendix A.

NOTE: Vendors are required to provide either a link to a website containing the item description and a visual for the product quoted or written specifications along with a visual for the product quoted; for review and acceptance prior to award. Information must definitively demonstrate that the product quoted meets the specifications and all Under Armour cobranding requirements in every respect.

Additionally, the vendor must provide evidence (Under Armour Authorization Letter) prior to award that reaffirms the supplier who will actually be producing the order is an Under Armour Authorized Supplier. Vendors unable to provide this authorization letter will not be considered for award.

EMBROIDERY: California Army National Guard shield logo with bear embroiders in 3 colors (black, white and Pantone 123C Army Gold) centered on the top pocket. The CTA URL embroiders below the shield logo in white. The size should be 4" wide and proportional in height to fit the image. See Appendix A.

NOTE: A PNG file of the shield logo will be furnished. File may require conversion to vector format. Contractor must type CTA "NationalGuard.com/CA" and place below shield logo.

MARGINS: No bleeds.

GOVERNMENT TO FURNISH: A PNG file of the shield logo and the purchase order will be emailed to contractor upon award.

NOTE: A PNG file of the shield logo will be furnished. File may require conversion to vector format. Contractor must type CTA "NationalGuard.com/CA" and place below shield logo. Include cost in your bid.

Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required reproduction image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported to the contract administrator within 24 hours of receipt of the Government furnished material.

The contractor will be creating or altering any necessary trapping, set proper screen angles and screen frequency, and define file output selection for the imaging device being utilized. Furnished files must be imaged as necessary to meet the assigned quality level.

When required by the Government, the contractor shall make minor revisions to the electronic files. Prior to making any revisions, the contractor shall copy the furnished files and make all changes from the copy unless otherwise indicated.

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.

PROOFS: Virtual PDF proofs and Prior to Production sample proof required. See below

1) **VIRTUAL PROOFS:** Contractor to submit two **VIRTUAL PROOFS** that shows image area with margins and image orientation as it will appear in relation to the product. **VIRTUAL** proof will be evaluated for text flow, image position, and color breaks. Proof will not be used for color match. Contractor must call Jennifer Yarbrough at 707-748-1976 to confirm receipt.

Note: Proof must show actual size and placement of logo (or exact dimension of logo in inches must be indicated on proofs).

Email **VIRTUAL** proofs on or before March 17, 2023.

The proofs will be checked for quality and compliance with these specifications, approved or approved with comments and the contractor will be notified within **TWO (2)** working days 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.

Email proofs to nicholas.t.barragan.mil@army.mil and michael.j.williams866.mil@army.mil. Contractor must also copy contract administrator at jyarbrough@gpo.gov. GPO jacket number 671-620 must appear on all correspondence.

If the contractor cannot provide an acceptable set of **VIRTUAL** proofs by this date or within a reasonably sufficient time to allow for proof review and printing **BEFORE THE ESTABLISHED DELIVERY DATE**, he/she may be required to show cause as to why the contract should not be terminated for default.

*****CONTRACTOR MUST NOT PRODUCE PRIOR TO PRODUCTION SAMPLE PRIOR TO RECEIVING AN "OK" OF VIRTUAL PROOF*****

IN ADDITION TO the proof identified above:

2) **PRIOR TO PRODUCTION SAMPLES:** The sample requirement for this contract is **THREE (3) UNDER ARMOUR BACKPACKS WITH EMBROIDERED LOGO**. The sample shall be imprinted and constructed as specified and must be of the size, kind, and quality that the contractor will furnish.

Samples will be inspected and tested and must comply with the specifications as to construction, kind, and quality of materials.

Prior to the commencement of production of the contract production quantity, the contractor shall submit samples to the department. All samples will be tested for conformance of material(s). The samples will be tested for usage on the specified equipment and/or for construction. The container and accompanying documentation shall be marked **PREPRODUCTION SAMPLE/GPO** jacket number 671-620. The samples must be submitted in sufficient time to allow Government testing of the samples and production and shipment in accordance with the shipping schedule.

The Government will approve, conditionally approve, or disapprove the samples within **THREE (3)** workdays of the receipt thereof. Approval or conditional approval shall not relieve the contractor from complying with the specifications and all other terms and conditions of the contract. A conditional approval shall state any further action required by the contractor. A notice of disapproval shall state the reasons therefore.

If the samples are disapproved by the Government, the Government, at its option, may require the contractor to submit additional samples for inspection and test, in the time and under the terms and conditions specified in the notice of rejection. Such additional samples shall be furnished, and necessary changes made, at no additional cost

to the Government and with no extension in the shipping schedule. The Government will require the time specified above to inspect and test any additional samples required.

In the event the additional samples are disapproved by the Government, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause in which event this contract shall be subject to termination for default, provided however, that the failure of the Government to terminate the contract for default in such event shall not relieve the contractor of the responsibility to deliver the contract quantities in accordance with the shipping schedule.

Manufacture of the final product prior to approval of the samples submitted is at the contractor's risk. Samples will not be returned to the contractor. All costs, including the costs of all samples shall be included in the contract price for the production quantity.

All samples shall be manufactured at the facilities in which the contract production quantities are to be manufactured.

PRIOR TO PRODUCTION SAMPLES must deliver on or before MARCH 31, 2023.

Deliver prior to production samples to:

California Army National Guard RRB
SFC Barragan, Nicholas (916-584-0247)
70 Corporation Yard Road
Roseville, CA 95678
----- THREE (3) UNDER ARMOUR BACKPACKS WITH EMBROIDERED LOGO

NOTE: Contractor must notify nicholas.t.barragan.mil@army.mil and jyarbrough@gpo.gov when the proofs are sent, include all applicable tracking numbers and shipping method.

Prior to production samples will not be returned. Prior to production samples are in addition to the total quantity requested.

The contractor must not print prior to receipt of "OK to Print or Produce".

*NOTE: The date of receipt by the Government is NOT considered the first workday.

PACKING: Pack to ensure no damage occurs to product during transit. Pack suitable, NTE 40 lbs.

CUSTOMER DELIVERY NOTIFICATION: Contractor must notify the ordering agency on the same day that the product ships/delivers via e-mail sent to nicholas.t.barragan.mil@army.mil. The subject line of this message shall be "Distribution Notice for Jacket 671-620 and Requisition Number 2-00019". The notice must provide all applicable tracking numbers, shipping method, and Title. Contractor must be able to provide copies of all delivery, mailing, and shipping receipts upon agency request.

DISTRIBUTION: All expenses incidental to picking up and returning materials, and furnishing samples must be borne by the contractor. Also, refer to Articles 5 and 6, Supplemental Specifications, GPO Contract Terms, Publication 310.2, revised June 2018.

F.O.B. Destination. All Shipments must be made via traceable means.

California Army National Guard
SSG Williams, Michael,(951) 526-6735
950 N Cucamonga Ave.
Ontario, CA 91764
-----50% - Under Armour Backpacks ***INSIDE DELIVERY REQUIRED***

California Army National Guard
SFC Barragan, Nicholas (916-584-0247)
70 Corporation Yard Rd.
Roseville, CA 95678

-----50% Under Armour Backpacks ***INSIDE DELIVERY REQUIRED***

NOTE: Delivery locations do not have a loading dock. If delivery requires a lift gate, contractor must include that cost in your bid.

SCHEDULE: The purchase order and government furnished materials will be emailed to the contractor within 7 days of bid opening on or before **March 9 2023**.

--PDF Proofs emailed on or before **March 17, 2023**.

--Prior to Production Sample proofs on or before **March 31, 2023**.

--Complete delivery on or before **May 11, 2023**.

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

DETERMINATION OF AWARD: Award shall be made to the responsible bidder submitting a bid whose bid specifies the most copies to be delivered to the Government for an all-inclusive, fixed-price total of **\$138,875.00**. Bidders submitting responses to this solicitation shall submit a total quantity - for the fixed price. In the event of a tie quantity, award shall be determined by the lowest, total per-unit price after application of prompt payment discount and Buy American Act factoring (if applicable). In the event there is still a tie, the contract will be awarded in accordance with the GPO Printing Procurement Regulations, Chapter XII.

Additionally, the bid shall include separate unit pricing for each additional copy.

BIDS: Bids must include the cost of all materials and operations for the total quantity ordered in accordance with these specifications. The price for additional quantities must be based on a continuing run, exclusive of all basic or preliminary charges, (i.e., running rate not including makeready) and will not be a factor for determination of award. Bids must be received by the exact date and time specified. Late bids will not be considered.

SCHEDULE OF PRICES:

<u>Quantity</u>	<u>Price</u>
_____	\$138,875.00

A cost must be submitted for each additional backpack.

Additional per each backpack \$ _____

Contractors must provide the County of Origin (COO): _____

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).

BID ACCEPTANCE PERIOD: In compliance with the above, the undersign agree, if this bid is accepted with _____ 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.

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

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

BIDDER 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 email, fill out and return one completed copy of all applicable pages (pg. 8) that include the Jacket Number, Bid Price, Additional Rate, Discounts, Amendments, Bid Acceptance Period, and Bidder's Name and Signature, including signing where indicated. Valid electronic signatures will be accepted in accordance with 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 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)

THIS SECTION FOR GPO USE ONLY

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

Appendix A

