

U.S. GOVERNMENT PUBLISHING OFFICE

Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Engineering Prints

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

Department of Transportation/
Federal Highway Administration

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning date of award and ending June 30, 2016, plus up to four (4) optional 12-month extension periods that may be added in accordance with the "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in SECTION 1 of this contract.

BID OPENING: Bids shall be publicly opened at 11:00 a.m., prevailing Washington, DC time, on July 7, 2015.

BID SUBMISSION: Submit bid in pre-addressed envelope furnished with solicitation or send to: U.S. Government Publishing Office, Bid Section, Room C-831, 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. Hand delivered bids are to be taken to: GPO Bookstore, 710 North Capitol Street, NW, Washington, DC, between the hours of 8:00 a.m. and 4:00 p.m., prevailing Washington, DC time, Monday through Friday. Follow the instructions in the Bid Submission/Opening area. If further instruction or assistance is required, call (202) 512-0526.

PLEASE NOTE: These specifications have been revised. 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=DC>.

For information of a technical nature call Bernice Mack on (202) 512-0307 (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. 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 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: Subcontracting is NOT allowed.

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

Product Quality Levels:

- (a) Printing (page related) Attributes – Level IV.
- (b) Finishing (item related) Attributes – Level IV.

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	Electronic media/Average type dimension/ Furnished copy

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 date of award to June 30, 2016, 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 March 31, 2015, 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.

PROTECTION OF PROCUREMENT INFORMATION: During the performance of this contract, protected information related to future procurements of the U.S. Department of Transportation will be reproduced. By law, this information must be protected from release to the general public.

The contractor must follow appropriate safeguards to ensure the protection of the data, to include keeping a written record of the contractor personnel that will handle this data. Such safeguards shall ensure that only Governmental and contractor parties, which have an established need-to-know, will have access in order to perform work under this contract, and then only under conditions which assure that the information is properly protected. Access by anyone else is not permitted. In addition, any and all issue or release of such information beyond such necessary parties, whether or not ordered through an administrative or judicial tribunal shall be brought to the immediate attention of the Contracting Officer.

The U.S. Department of Transportation reserves the right to audit contractor facilities for compliance with the above restrictions.

SECURITY/WARNING: The contractor shall take all necessary precautions to insure against loss of forms or other reproducible at any time prior to delivery by him/her to a transportation agent or delivery to destination. Proper control and handling must be maintained at all times to prevent any information or materials required to produce the product ordered under these specifications from falling into unauthorized hands. Unless otherwise indicated herein, all extra copies, materials, waste, etc., must be destroyed.

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

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 the date of award through June 30, 2016, 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 emailed, faxed, or otherwise furnished to the contractor in conformance with the schedule.

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

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

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

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

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

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

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

SECTION 2. – SPECIFICATIONS

SCOPE: These specifications cover the production of engineering prints requiring such operations as enlargements/reductions, duplicating/copying, binding, packing, and distribution.

TITLE: Engineering Prints.

FREQUENCY OF ORDERS: Approximately 25 to 90 orders per year.

NOTE: Multiple orders may be placed on the same day requiring the same schedule.

QUANTITY: Approximately 1 to 35 sets per order. (An occasional order may be placed for more than 35 sets.)

NUMBER OF SHEETS: Approximately 3 to 300 sheets per set per order.

TRIM SIZES: 8-1/2 x 11"; 11 x 14"; 11 x 17"; 11 x 18"; 12 x 18"; and 24 x 36".

NOTE: The majority of orders placed will be for the 11 x 17" or 24 x 36" trim sizes.

GOVERNMENT TO FURNISH:

Electronic files will be furnished via FTP for the majority of orders placed. On occasion, engineering prints on Vellum, Bond, or translucent plastic sheets or translucent sepia print sheets may be furnished.

NOTE: Contractor must be able to enlarge 11 x 18" sized plans to 24 x 36" sized plans and reduce 24 x 36" sized plans down to 11 x 18" sized plans.

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.

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.

Government Paper Specification Standards No. 12 – http://www.gpo.gov/pdfs/customers/sfas/vol12/vol_12.pdf.

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

White Bond, basis weight: 20 lbs. per 500 sheets, 17 x 22", equal to JCP Code G10.

DUPLICATING/COPYING:

For the purposes of this contract, duplicating/copying shall be defined as the reproduction of furnished material by means of equipment employing the lithographic process and/or copier-duplicating machines employing electrostatic, thermal, or other copying processes.

Reproduce prints face only in black.

MARGINS: Margins will be as indicated on the print order, furnished electronic file, or furnished copy.

BINDING: Collate engineering prints into sets, trim four sides, and bind as follows:

Sets with a thickness up to and including 3/4", bind as follows:

8-1/2 x 11", 11 x 14", 11 x 17", 11 x 18", 12 x 18" – Side-stitch with *two* wire stitches near left binding edge.

24 x 36" – Side stitch with *four* wire stitches near the left binding edge.

Sets with a thickness over 3/4", bind as follows:

8-1/2 x 11", 11 x 14", 11 x 17", 11 x 18", 12 x 18" – Drill *two* 1/4" diameter holes centered on the 11" side, 8" center to center. Center of holes to be 3/8" from left binding edge; bind with *two* non-rust, metallic screw posts of suitable capacity.

24 x 36" – Drill *three* 1/4" diameter holes, centered on the 24" side, 8" center to center. Center of holes to be 3/8" from left binding edge; bind with *three* non-rust, metallic screw posts of suitable capacity.

PACKING:

For engineering prints 12 x 18" or smaller, pack suitable in cartons not to exceed 45 pounds when fully packed. 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 delivery process.

For 24 x 36" engineering prints, roll individually using kraft paper.

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 all copies to: Federal Highway Administration, 21400 Ridgetop Circle, Sterling, VA 20166. *Inside delivery is required to room number specified on print order.*

Deliveries must be made between the hours of 9:00 a.m. and 4:00 p.m.

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

Upon completions of each order, contractor must return furnished materials (if applicable) to: Federal Highway Administration, Room 363, 21400 Ridgetop Circle, Sterling, VA 20166.

Within five (5) workdays of completion of each order, contractor must email one (1) copy of their billing invoice (as a PDF) to: eflhd.contracts@dot.gov.

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

When applicable, print order and furnished material must be picked up from: Federal Highway Administration, Room 363, 21400 Ridgetop Circle, Sterling, VA 20166.

No definite schedule for pickup of material can be predetermined.

The following schedules begin 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.

Regular Schedule:

Contractor must complete production and distribution within three (3) workdays of notification of the availability of print order and furnished material

Accelerated Schedule: Approximately 10% of all orders placed will require an accelerated schedule.

Contractor must complete production and distribution within one (1) workday of notification of the availability of print order and furnished material.

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 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 a failure to request such information.

For compliance reporting purposes, contractors are to report information regarding each order with date of shipment or delivery, as applicable, in accordance with the contract requirements by contacting 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 the 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 the accelerated 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 voucher.

It is estimated that 10% 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 effected by applying the percentage increase, offered for the accelerated schedule in the "SCHEDULE OF PRICES" (Item III.), to 10% of the prices offered for all items.

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

- I. (a) 500
- (b) 100
- (c) 40,000
- (d) 100
- (e) 3,000

- II. (a) 200
- (b) 150

SECTION 4. - SCHEDULE OF PRICES

Bids offered are f.o.b. destination.

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 nonresponsive.

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.

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

Minimum charge of \$15.00 is allowed per print order.

I. DUPLICATING/COPYING, PACKING, AND DISTRIBUTION: Prices offered shall include the cost of all required materials and operations necessary (including stock) for the duplicating/copying, packing, and distribution of the product listed in accordance with these specifications.

NOTE: Reproduction copies must include the cost of enlargement or reduction, as required.

- (a) 8-1/2 x 11" per sheet\$ _____
- (b) 11 x 14" per sheet\$ _____
- (c) 11 x 17" per sheet\$ _____
- (d) 11 x 18" or 12 x 18" per sheet\$ _____
- (e) 24 x 36" per sheet\$ _____

II. ADDITIONAL OPERATIONS:

- (a) Sets with thickness *up to and including* 3/4":
Two or four wire stitches per set\$ _____
- (b) Sets with thickness *over* 3/4":
Two or three metallic screw posts,
including cost of drilling and screw posts per set\$ _____

(Initials)

III. PREMIUM PAYMENTS: Premium payments will apply to all items required to produce the product ordered. This is only authorized for orders placed on the "Accelerated Schedule."

Percentage increase %

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)