

U.S. GOVERNMENT PRINTING OFFICE

Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Federal Election Commission Business Cards

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

Federal Election Commission

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning Date of Award and ending October 31, 2009, 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 November 26, 2008.

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.

THIS IS A NEW CONTRACT. THERE IS NO ABSTRACT AVAILABLE.

For information of a technical nature, call Timothy Minor at (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. 8-02)).

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

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

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

GPO IMPRINT REQUIREMENT: The GPO imprint requirement, GPO Contract Terms, Supplemental Specification, No. 9, is waived.

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) 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	Proofs/Average Type Dimension/ Electronic Media/Copy
P-9. Solid and Screen Tint Color Match	Pantone Matching System

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 Date of Award to October 31, 2009, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

Pricing adjustments in accordance with this clause will be based on changes in the seasonally adjusted "Consumer Price Index For All Urban Consumers - Commodities Less Food" (Index) published monthly in the CPI Detailed Report by the U.S. Department of Labor, Bureau of Labor Statistics.

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending three (3) months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending July 31, 2008, 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 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.

POSTAWARD 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 via teleconference, immediately after award.

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 Date of Award through October 31, 2009, plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued", for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

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 two different style business cards requiring such operations as electronic prepress, composition, thermographic (verkotype) printing, binding, foil stamping, packing, and distribution.

TITLE: Federal Election Commission Business Cards.

FREQUENCY OF ORDERS: Approximately 50 to 150 orders per year broken down as follows –

Format A: Approximately 95% of all orders placed.

Format B: Approximately 5% of all orders placed.

NOTE: Separate print orders will be placed for each format. More than one print order for either format may be placed on the same workday requiring the same schedule.

QUANTITY: Quantities will be placed in either 250 cards per name or 500 cards per name.

NOTE: Approximately 1 to 5 names may be ordered on the same print order.

NUMBER OF PAGES: Face only.

TRIM SIZE: 3-1/2 x 2”.

GOVERNMENT TO FURNISH: Copy for individual names, titles/positions, addresses, and telephone/fax numbers will be furnished via email.

Electronic media for departmental seal is to be held for reuse throughout the term of the contract.

Furnished electronic media will be furnished as follows –

Platform: Macintosh OSX 10.5.5 (or later).

Storage Media: CD-ROM.

Files will be furnished in native application format.

Software: Adobe Creative Suite (current or near current versions).

All platform system and software upgrades (for specified applications) which may occur during the term of the contract must be supported by the contractor.

Fonts: Printer and screen fonts will NOT be furnished.

Additional Information: Electronic media will contain a vector art file of departmental seal.

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

Identification markings such as register marks, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried on the copy or in the electronic files, 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 product in accordance with these specifications.

COMPOSITION: Contractor will be required to set type for approximately six (6) lines of type for individual names, titles/positions, addresses, and telephone/fax numbers.

Type must be set using Optima LT Standard in 6-point, 7-point, and 12-point type. (NOTE: The required typestyle may change during the term of the contract but only after any pre-printed shells have been used.)

ELECTRONIC PREPRESS: 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 ordering agency.

The contractor shall create or alter 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 file. It is anticipated that the Government will make all major revisions.

Prior to making revisions, the contractor shall copy the furnished files and make all changes to the copy.

PROOFS: One (1) set of Adobe Acrobat version 6.0 (or higher) soft proof of each card. PDF proofs must show all text matter and position of seal. PDF proofs will be evaluated for text, image position, and color breaks. Proofs will not be used for color match.

Proofs will be transferred to the agency via email.

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

The contractor must not print prior to receipt of an "O.K. 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 February 1, 2008.

Government Paper Specification Standards No. 12: http://www.gpo.gov/acquisition/paperspecs_vol12.htm.

Cream White Vellum-Finish Cover, basis weight: 80 lbs. per 500 sheets, 20 x 26", equal to JCP Code L20.

PRINTING: Match Pantone number as indicated on the print order.

Format A: Print face only in two Pantone colors using thermographic (verkotype) printing.

Format B: Print face only in black ink using thermographic (verkotype) printing.

NOTE: At contractor's option, the contractor may stockpile the shell for Format A only not to exceed 20,000 cards.

MARGINS: Margins will be indicated on either the print order or furnished copy.

BINDING: Trim four sides.

STAMPING: Contractor must create stamping media (brass die) from furnished copy.

For Format B only, stamp departmental seal in Kurz Hasting's Gold Imitation Foil (or equal), as specified.

Approximate stamping area is 0.612" in diameter.

Stamping must have solid impressions; no picking, pinholes, or filled letters.

PACKING: Box individual names in units of 250 or 500 cards, as ordered. Affix a copy of the appropriate card to the end panel of each box for identification.

Insert box(es) into cushioned shipping bag(s); or, at contractor's option, into a shipping container.

Individual boxes, shipping bags, and/or shipping containers must be of sufficient strength as to ensure against damage to the product during delivery and must ensure the package will not open nor split during delivery.

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

QUALITY ASSURANCE RANDOM COPIES: The contractor may be required to submit quality assurance random copies to test for compliance against the specifications. The print order will indicate the number required, if any. When ordered, the contractor must divide the entire order into equal sublots and select a copy from a different general area of each subplot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. Copies will be paid for at the running rate offered in the contractor's bid and their cost will not be a consideration for award.

Business Reply Mail labels will be furnished for mailing the quality assurance random copies. The copies are to be mailed at the same time as the first scheduled shipment. A copy of the print order must be included.

A U.S. Postal Service approved Certificate of Mailing, identified by Program, Jacket and Print Order numbers must be furnished with billing as evidence of mailing.

DISTRIBUTION: Ship f.o.b. contractor's city to approximately 20 addresses nationwide.

Complete addresses and quantities will be furnished with each print order.

Contractor must ship via small package carrier that guarantees 2nd day delivery service.

Contractor must ship via traceable means. The contractor must pay all shipping charges at the time of shipping and will be reimbursed for shipping costs with proper submission of the appropriate receipts with billing invoice.

Upon completion of each order, all furnished copy for individual name(s) and contact information must be destroyed.

Upon completion of the contract, all furnished electronic media and all dies made throughout the contract term must be returned to: FEC, ATTN: Printing Officer, 999 E Street, NW, Washington, DC 20463.

All expenses incidental to picking up and returning materials and emailing proofs 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 for the departmental seal must be picked up from: FEC, ATTN: Printing Officer, 999 E Street, NW, Washington, DC 20463.

Print order and furnished copy for names, titles/positions, addresses, and telephone/fax numbers will be emailed to the contractor.

All required proofs must be emailed to: dshort@fec.gov and jjones@fec.gov.

No definite schedule for pickup of material can be predetermined at this time.

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

Regular Schedule:

Contractor must complete production and distribution within 21 workdays.

No specific date is set for submission of proofs. Proofs must be submitted as soon as possible to allow for revised proofs, if contractor's errors are judged serious enough to require them.

Proofs will be withheld no more than three (3) workdays from their receipt at the ordering agency. (The first workday after receipt of proofs at the ordering agency is day one (1) of the hold time.)

NOTE: Agency will furnish "OK to Print" or notify contractor of any changes via email.

All proof and transit time is included in the 21-workday schedule.

Accelerated Schedule:

It is anticipated that approximately 5% of the total orders placed will require an accelerated schedule.

Contractor must complete production and distribution within 10 workdays.

No specific date is set for submission of proofs. Proofs must be submitted as soon as possible to allow for revised proofs, if contractor's errors are judged serious enough to require them.

Proofs will be withheld no more than three (3) workdays from their receipt at the ordering agency. (The first workday after receipt of proofs at the ordering agency is day one (1) of the hold time.)

NOTE: Agency will furnish "OK to Print" or notify contractor of any changes via email.

All proof and transit time is included in the 10-workday schedule.

The ship/deliver date indicated on the print order is the date products ordered for shipping f.o.b. contractor's city must be picked up by small package carrier.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with the 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. Government Printing Office of the date of shipment or delivery. Call (202) 512-0516 or 0517; callers outside the Washington, DC area may call toll free 1-800-424-9470 or 9471.

SECTION 3. - DETERMINATION OF AWARD

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

PREMIUM PAYMENTS: Orders requiring an "*Accelerated Schedule*" will be paid for at the premium rate in accordance with the contractor's offered percentage (Item II.) in the "SCHEDULE OF PRICES."

All other orders will be placed with the required "*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 their billing invoice.

It is estimated that 5% of the orders placed on this contract will require an accelerated schedule. Premium payments for an accelerated schedule will be evaluated for award. Evaluation will be affected by applying the percentage increase, offered for the accelerated schedule in the "SCHEDULE OF PRICES" (Item II.), to 5% of the prices offered for all items.

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

	(1)	(2)
I. (a)	205	90
(b)	9	6

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SECTION 4. - SCHEDULE OF PRICES

Bids offered are f.o.b. contractor's city.

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

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

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

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

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

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

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

	<u>Per Box of 250 Cards (1)</u>	<u>Per Box of 500 Cards (2)</u>
(a) <i>Format A</i>per name.....	\$ _____	\$ _____
(b) <i>Format B</i>per name.....	\$ _____	\$ _____

II. PREMIUM PAYMENTS: Premium payments, when authorized, will apply to all items in the "SCHEDULE OF PRICES."

Percentage increase.....%

 (Initials)

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

Bidder _____

(City - State)

By _____

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

(Person to be contacted)

(Telephone Number)