

U.S. GOVERNMENT PRINTING OFFICE

Washington, D.C.

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

COPYRIGHT OFFICE CERTIFICATE OF REGISTRATION

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

Library of Congress

Single Award

**TERM OF CONTRACT:** The term of this contract is for the period beginning March 1, 2009 and ending February 28, 2010, plus up to four optional 12-month extension period(s) 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 a.m., prevailing Washington, D.C. time, on February 11, 2009.

**BID SUBMISSION:** Submit bid in pre-addressed envelope furnished with solicitation, or send to: U.S. Government Printing Office, Bid Section, 36 H Street NW, Room C-161, Washington, D.C. 20404. 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.

**PRODUCTION AREA:** It is assumed that all production facilities used in the manufacture of the product(s) ordered under this contract will be located within a 60-mile radius of zero milestone Washington, D.C.

Any bidder intending to use production facilities outside this area should furnish information, with the bid, which will on its face demonstrate ability to meet the schedule requirements. The determination by the Government of the acceptability of this information in no way relieves the successful bidder of the responsibility for compliance with these schedule requirements.

**SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING ITEMS WHICH DIFFER SIGNIFICANTLY FROM THE PREVIOUS CONTRACT:**

Option years have been added. Government to furnish. Printing. Determination of Award.

**Special delivery instructions.**

Additional lesser changes are scattered throughout.

Abstracts of contract prices are available at <http://winapps.access.gpo.gov/ppd/abstracts/central/default.asp>.

For information of a technical nature call **Allen Crotts (202) 512-0303** (No collect calls).

SECTION 1.- GENERAL TERMS AND CONDITIONS

**GPO CONTRACT TERMS:** Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (revised August 2002)).

**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	Furnished Electronic Media
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 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 beginning of the contract to February 28, 2010, 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 November 30, 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.

**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 March 1, 2009 through February 28, 2010, 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.

**Warning:** Forms produced on this Program are to be handled by contractor personnel on a need to handle basis. 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.

**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.

WARRANTY: The provisions of article 15, "Warranty", of Contract Clauses in GPO Contract Terms (Pub. 310.2, effective December 1, 1987 (Rev. 6-01)) is amended for the solicitation to the effect that the warranty period is EXTENDED from 120 days to one calendar year from the date the check is tendered as final payment. All other provisions remain the same.

GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008 clause found at [www.gpo.gov/printforms/pdf/contractdisputes.pdf](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.

## SECTION 2 - SPECIFICATIONS

**SCOPE:** These specifications cover the production of three different certificates, requiring such operations as electronic prepress, printing in one or two colors, trimming, packing, and delivery.

**TITLE:** COPYRIGHT OFFICE CERTIFICATE OF REGISTRATION.

**FREQUENCY OF ORDERS:** Approximately 2 orders of Item 1, "Certificate of Registration", approximately 2 orders of Item 2, "2<sup>nd</sup> Sheet", and approximately 1 orders of Item 3, "Certificate of Recordation".

**QUANTITY:** Item 1, "Certificate of Registration", approximately 100,000 to 250,000 copies; Item 2, "2<sup>nd</sup> Sheet", approximately 50,000 copies per order; Item 3, "Certificate of Recordation", approximately 30,000 copies per order.

**TRIM SIZE:** 8-1/2 x 11". (NOTE: Trim size must be exact, +1/32", since paper will run through a QMS printer).

**GOVERNMENT TO FURNISH:**

Electronic Media:

Platform: Macintosh G5/OSX

Storage Media: 700 MB CD, 4.7GB DVD

Software: InDesign CS3

Note: All 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 for Mac system.

The 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 format. A visual of the furnished electronic files will be provided for position only.

One reproduction proof, Form 905 (R. 3/90) with labeling and marking specifications.

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

Identification markings such as register marks, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried 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(s) in accordance with these specifications.

**PROOFS:** Two sets of SWOP certified digital off-press proofs. At contractor's option, a film-based composite laminated color proof may be submitted. Proofs must be created using the same Raster Image Processor (RIP) that will be used to produce the product. For a list of certified systems, see: [www.swop.org/certmfg.html](http://www.swop.org/certmfg.html).

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 "OK to print."

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 12" dated February 2008.

Items 1, 2, & 3: White Ledger, grammage basis weight: 32 lbs. per 500 sheets, 17 x 22", equal to JCP Code J10.

PRINTING: Item 1: Face and back, print a matching full coverage security background tint in Pantone 4535 tan. Face over prints with a 1-3/16" diameter fine detailed agency logo plus 7 lines of type matter in Pantone 548 blue.

Item 2: Face and back, print a matching full coverage security background tint in Pantone 4535 tan.

Item 3: Prints face only, a full coverage security background tint in Pantone 4535 tan with an agency logo reversing out to white. Face over prints with a 1-3/16" diameter fine detailed agency logo plus 12 lines of type matter and 5 lines of rule matter in Pantone 548 blue.

NOTE: The forms produced on this Program will be processed through a QMS printer in lieu of blank paper. Documents processed through the QMS printer will be imaged onto these forms. Therefore, the contractor is cautioned to furnish the proper ink, water fountain solution and print quality conditions to produce and guarantee a printed product that will perform satisfactorily through the QMS printer. The ink used must be able to withstand a temperature of 205°C (400°F), a pressure of 140 lbs. per square inch, exposure to silicone oil, and a dwell time of 30-35 milliseconds during processing on a QMS printer machine.

MARGINS: Inadequate gripper margins; follow furnished electronic media. Bleeds on all sides.

BINDING: Trim 4 sides.

PACKING: Pack suitably 3,000 copies per shipping container. Pallets are required.

Shrink-film wrap in units of 500 copies, with 8-1/2 x 11" pieces of .040" thick chipboard on top and bottom of each bundle. A sample of the certificate is to be placed on top of the chipboard, face up, with quantity indicated thereon along with a preprinted shrink ticket.

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

DEPARTMENTAL RANDOM COPIES (BLUE LABEL): All orders must be divided into equal sublots in accordance with the chart shown below. A random copy must be selected from each subplot. Do not choose copies from the same general area in each subplot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. The random copies constitute a part of the total quantity ordered, and no additional charge will be allowed.

<u>Quantity Ordered</u>	<u>Books</u> Number of <u>Sublots</u>	<u>Quantity Ordered</u>	<u>Forms</u> Number of <u>Sublots</u>
500 - 3,200	50	12,000 - 35,000	125
3,201 - 10,000	80	35,001 and over	200
10,001 - 35,000	125		
35,001 and over	200		

These randomly selected copies must be packed separately and identified by a special Government-furnished blue label, affixed to each affected container. The container and its contents shall be recorded separately on all shipping documents and sent to the address under DISTRIBUTION for "Printed Certificates"- Room 455.

A copy of the PRINT ORDER/SPECIFICATION and a signed Government-furnished certificate of selection, must be included.

DISTRIBUTION: Deliver f.o.b. destination as follows:

**PRINTED CERTIFICATES:**

Library of Congress, Copyright Office, Room LM-427, Madison Building, 101 Independence Avenue, SE, Washington, D.C., 20559. Upon delivery, contact Teresa McCall or Helen Hester-Ossa at 707-6809 or 8831 Shipment must not be left unattended.

Proofs - Deliver to and pick-up from Library of Congress at the Independence Avenue, SE, address indicated above, Room LM-455. Upon delivery, contact Teresa McCall or Helen Hester-Ossa.

If, because of security requirements, the package carrier is prevented from delivering to Room LM-455 directly in the James Madison Building, Library of Congress, notify Helen Hester-Ossa (extension: 7-6809) or Teresa McCall (extension: 7-8831) for immediate pickup; OR,

If the carrier is directed to deliver package to freight services, at the C-Street loading dock, inform the Freight Services Office that the package is for Copyright Publications, Room 455.

Persons making deliveries or pickups through the Madison Building Loading Dock at the rear of the building on C-Street will be required to register in and out and to present photo identification.

Upon completion of each order, return disk to the Library of Congress, Copyright Office, at the Independence Avenue, SE, address indicated above, Room LM-455. Upon delivery, contact Teresa McCall or Helen Hester-Ossa.

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

NOTE: Due to Government mail disruptions and increased security restrictions, deliveries for James Madison Memorial Building must be made by contractor's personnel. Small parcel carriers (such as UPS, FedEx, DHL, etc.) are not authorized for direct delivery to the James Madison Memorial Building and will not be acceptable. Contractor personnel will be supplied an entry badge by the Library of Congress.

**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, proofs and Print Order must be picked up from and delivered to Room LM-455 of the address listed under DISTRIBUTION, to the attention of Teresa McCall or Helen Hester-Ossa.

No definite schedule for pickup of material can be predetermined.

At contractor's option, furnished material will be mailed f.o.b. contractor's plant. Time consumed in mailing will be deducted from the production schedule.

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

The numbers under the column headed "WD After" represent the number of workdays allowed to complete that certain part of the schedule after completion of the preceding part.

	<u>WD After</u>
<u>Item 1: CERTIFICATE OF REGISTRATION and Item 3: CERTIFICATE OF RECORDATION</u>	
Contractor submit color proofs.....	5
Contractor pickup proofs.....	3
Contractor must make complete delivery .....	5

If revised proofs are required, contractor must submit them within 3 workday(s) and pickup OK'd proofs within 3 workday(s).

In the event of an emergency caused by the incapacity or the resignation of the Register of Copyrights, an emergency supply of certificates (Item 1; 100,000 copies and/or Item 3; 30,000 copies) will be required on the following expedited schedule:

	<u>WD After</u>
Contractor submit color proofs.....	3
Contractor pickup proofs.....	1
Contractor must make complete delivery.....	3

The schedule for delivery of Item 2; 2<sup>nd</sup> Sheet will be 5 workdays after notification of the availability of the print order.

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

Upon completion of each order, the contractor is to notify the Government Printing Office of the date of shipment (or delivery, if applicable). Call (202) 512-0520 or 0516; Fax (202) 512-1364, callers outside the Washington, D.C. area may call toll free 1-800-424-9470 or 9471; Fax 1-800-827-1108 or via Email, [compliance@gpo.gov](mailto:compliance@gpo.gov) .



SECTION 3 - DETERMINATION OF AWARD

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

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

- I. (a) 5  
(b) 3  
(1) (2)
- II. (a) 4 300  
(b) 4 100  
(c) 1 30
- III. (a) 430

(Page 10 is blank.)

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.

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

Fractional parts of 1,000 will be prorated at the per 1,000 rate.

I. ELECTRONIC PREPRESS:

(a) Revised color proofs..... per color/per trim/page-size unit .....\$ \_\_\_\_\_

(b) System Timework..... per hour .....\$ \_\_\_\_\_

Electronic prepress operations which cannot be properly classified under any other item shall be charged as "System Timework". Any charge made under "System Timework" must be supported by a statement outlining in detail the operation for which payment is claimed. In case of dispute, the Contracting Officer reserves the right to be the final judge as to the operations and/or number of hours chargeable under item I. (b).

II. COMPLETE PRODUCT: Prices offered shall include the cost of all required materials, proofs and paper stock for printed certificates and operations necessary for the complete production and distribution of the product listed in accordance with these specifications.

	<u>Makeready and/or Setup</u> (1)	<u>Running Per 1,000Copies</u> (2)
(a) Item 1: Face and back product, face printing in two ink colors back printing in one ink color.....	\$ _____	\$ _____
(b) Item 2: Face and back product printing in one ink color.....	\$ _____	\$ _____
(c) Item 3: Face only product printing in two ink colors.....	\$ _____	\$ _____

\_\_\_\_\_

(Initials)

My production facilities are located within the assumed area of production.....yes \_\_\_\_\_no \_\_\_\_\_

NOTICE: Bidders OUTSIDE the assumed production area specified on page one of these specifications should complete the following information.

1. a. Number of hours from acceptance of print order to pickup of Government Furnished Material/Proofs.....

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- b. Number of hours from pickup of Government Furnished Material/Proofs to delivery at contractor's plant.....

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2. a. Number of hours from pickup of completed product to delivery at destination.....

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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)