

U.S. GOVERNMENT PRINTING OFFICE
Washington, D.C.

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

N.L.R.B. Forms

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

National Labor Relations Board

Single Award

THE TERM OF THIS CONTRACT is for the period beginning March 1, 2009 and ending February 28, 2010, plus 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 a.m., prevailing Washington, D.C. time, on February 5, 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, Stop PPSB, Washington, D.C. 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.

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 of 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 the schedule requirements.

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

TRIM SIZES. REMOVAL OF EXHIBIT PAGES. ADDITIONAL OPERATIONS.

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 Trevor Bentz (202) 512-1239 (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 Pub. 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance Through Attributes Program (GPO Pub. 310.1, effective May 1979 (revised August 2002)).

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.

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/ACQC 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	Camera Copy
P-9. Solid and Screen Tint Color Match	Pantone Matching System

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.

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 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).

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, 2007, 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.

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 face only or face and back forms requiring such operations as scanning, printing, trimming, folding, packing and distribution.

TITLE: National Labor Relations Board Forms.

FREQUENCY OF ORDERS: Approximately 6 to 16 orders per year. Up to six orders may be placed on the same day with the same schedule.

QUANTITY: Approximately 1,000 to 50,000 copies per order.

PAGES: Single-leaf forms.

TRIM SIZES: 5-1/2 x 8-1/2", 8-1/2 x 11", 8-1/2 x 14", and 14 x 17".

GOVERNMENT TO FURNISH:

Camera copy consisting of type/line matter and line art graphic logos.

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

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

Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried on copy or film, 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.

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.

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

White Offset Book, basis weight: 50 lbs. per 500 sheets, 25 x 38", equal to JCP Code A60.

PRINTING:

Print face only or face and back, head-to-head and head-to-side, in black ink or PMS 286 (blue) only.

BINDING:

Trim four sides.

An occasional order may require one fold per form, as specified on the print order.

MARGINS:

Margins will be as indicated on the print order or furnished copy.

PACKING:

Shipping containers shall have a minimum bursting strength of 275 pounds per square inch or a minimum edge crush test (ECT) of 44 pounds per inch width.

Interior Packages: Shrink film wrap in units of 50, 100, 200, 500 or as designated on the print order.

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 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>Forms</u>	
<u>Quantity Ordered</u>	<u>Number of Sublots</u>
12,000 - 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 in accordance with the distribution list to the address listed under "SCHEDULE".

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

A copy of the Government-furnished certificate must accompany the voucher sent to GPO, Financial Management Service, for payment. Failure to furnish the certificate may result in delay in processing the voucher.

QUALITY ASSURANCE RANDOM COPIES: In addition to the Departmental Random Copies (Blue Label), 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 for reimbursement of certificate fee.

DISTRIBUTION:

Deliver f.o.b. destination, via traceable means to the National Labor Relation Board, Receiving Unit – Concourse Level, 1099 14th Street, NW, Washington, D.C. 20570.

Within two workdays after completion of each order, all furnished material and one printed sample copy must be returned via traceable means to the National Labor Relation Board, Room 7615, 1099 14th Street, NW, Washington, D.C. 20570, (202) 273-3948.

All expenses incidental to returning materials 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).

Furnished material and proofs must be picked up from and delivered to the National Labor Relation Board, Room 7615, 1099 14th Street, NW, Washington, D.C. 20570, (202) 273-3948.

No definite schedule can be predetermined.

Complete production and deliveries must be made within 7 workday(s), after notification of the availability of print order.

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(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) 512-0516 or (202) 512-0517; callers outside the Washington, D.C. area may call toll free 1-800-424-9470 or 1-800-424-9471.

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 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".

	(1)	(2)
I. 1. (a)	1	100
(b)	2	365
(c)	5	1,175
(d)	2	475
2. (a)	1	150
II. (a)	150	
(b)	20	

SECTION 4. - SCHEDULE OF PRICES

Bids offered are f.o.b. destination.

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

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared 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 invoices submitted to the GPO shall be based on the most economical method of production.

Fractional parts of 100 will be prorated at the per 100 rate.

I. PRINTING, BINDING AND DISTRIBUTION: Prices offered shall include the cost of all required material and operations necessary for the production and distribution of the products listed in accordance with these specifications, excluding items listed under Item II. ADDITIONAL OPPERATIONS.

FORMS:	<u>Makeready and/or Setup</u> (1)	<u>Running Per 100 Copies</u> (2)
1. Printed ONE SIDE ONLY:		
(a) 5-1/2 x 8-1/2"	\$ _____	\$ _____
(b) 8-1/2 x 11"	\$ _____	\$ _____
(c) 8-1/2 x 14"	\$ _____	\$ _____
(d) 14 x 17"	\$ _____	\$ _____
2. Printed FACE AND BACK:		
(a) 8-1/2 x 11"	\$ _____	\$ _____

II. ADDITIONAL OPPERATIONS: Bids for the following operations are additional to those specified under Item I.

- (a) Folding, 1 fold per formper 100 forms..... \$ _____
- (b) Shrink-film wrappingper 100 wraps..... \$ _____

(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. Proposed carrier(s) for pickup of Government Furnished Material..... _____

a. Number of hours from acceptance of print order to pickup of Government Furnished Material... _____

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

2. Proposed carrier(s) for delivery of completed product..... _____

a. Number of hours from notification to carrier to pickup of completed product..... _____

b. Number of hours from pickup of completed product to delivery at destination..... _____

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)

(Fax Number)