

U.S. GOVERNMENT PRINTING OFFICE

Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

OPE Newsletters

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

U.S. Merit Systems Protection Board

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning Date of Award, and ending January 31, 2010, plus up to four 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, DC time, on February 12, 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, 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.

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

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.

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

For information of a technical nature call Julie Reed (202) 512-0455 (no collect calls), aps-team1@gpo.gov.

SECTION 1. – GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO 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 (Rev. 8-02)).

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	O.K. Press Sheets
P-9. Solid and Screen Tint Color Match	O.K. Press Sheets

Special Instructions: In the event that inspection of press sheets is waived by the Government, the following listed alternate standards (in order of precedence) shall become the Specified Standards:

P-7. Electronic files, Camera copy, average type dimension in publication.

P-9. Pantone Matching System color.

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 this 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).

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 January 31, 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 October 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.

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.

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

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 Date of Award, through January 31, 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 a newsletter requiring such operations as electronic prepress, printing, binding, packing and distribution.

TITLE: OPE Newsletters

FREQUENCY OF ORDERS: Approximately 2 to 6 orders per year.

QUANTITY: Approximately 900 to 2,500 copies per order.

NUMBER OF PAGES: Approximately 6, 8 or 12 pages per order.

TRIM SIZE:

Six-page product: 8-1/2 x 11" (folded down from 25-1/2 x 11")

Eight-page and Twelve-page products: 8-1/2 x 11".

GOVERNMENT TO FURNISH:

Electronic Media:

Platform: IBM Windows 2003

Storage Media: CD-ROM

Software: Adobe InDesign CS3 or earlier versions and/or Adobe Acrobat Professional

NOTE: Some files may be supplied as Adobe Acrobat Press Optimized PDF files.

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.

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.

One folding sample for 6-page product orders.

GPO Form 952 (Desktop Publishing – Disk Information)

Mailing list supplied electronically (email or FTP) or on CD with print order, in MS Word or Excel Mail Merge Date Base format. Postage Fees paid. Indicia included on newsletter artwork.

PS Form 3613 – Mailing Permit Application and Customer Profile

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

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

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 in electronic files or on copy, 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.

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 person's name that is listed on the 952 form. If none provided, alternate contact will be the persons name listed on the Print Order.

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 files. 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.

Contractor must output screens at a minimum of 150 lpi with a minimum output resolution of 2540 dpi.

Upon completion of each order, the contractor must furnish final production native application files (digital deliverables) with the furnished material. The digital deliverables must be an exact representation of the final printed product and shall be returned on the same type of storage media as was originally furnished. This includes any revisions made prior to printing. The Government will not accept, as digital deliverables, PostScript files, Adobe Acrobat Portable Document Format (PDF) files, or any proprietary file formats other than those supplied, unless specified by the Government.

In addition, the contractor must also furnish two copies of PDF files on CD-ROM for use on the Merit Systems Protection Board web site. PDF files must have bookmarks, working links, and be searchable. All applicable materials must conform to Section 508 of the Rehabilitation Act, 29 U.S.C. § 794d. For further information, please visit <http://www.section508.gov>.

PROOFS: Two sets of digital color content proofs of all text pages. At contractor's option, a film-based composite blue-line may be submitted. Proofs must be created using the same Raster Image Processor (RIP) that will be used to produce the product. Proofs shall be collated with all elements in proper position (not pasted up), imaged face and back, trimmed and folded to the finished size of the product.

Two sets of revised digital color content proofs, may be required.

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.

PDF's may be acceptable if the Government (MSPB) is agreeable.

The contractor must not print prior to 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. 11" dated February 1999.

White Litho (Gloss) Coated Book, basis weight: 70 lbs. per 500 sheets, 25 x 38", equal to JCP Code A180.

PRINTING: Print head-to-head in black and one additional Pantone color.

Match Pantone number as indicated on the print order.

PRESS SHEET INSPECTION: Final makeready press sheets may be inspected and approved at the contractor's plant for the purpose of establishing specified standards for use during the actual press run. Upon approval of the sheets, contractor is charged with maintaining those standards throughout the press run (within QATAP tolerances when applicable) and with discarding all makeready sheets that preceded approval. When a press sheet inspection is required, it will be specified on the individual print order. See GPO Publication 315.3 (Guidelines for Contractors Holding Press Sheet Inspections) issued September 1991. Note: A press sheet inspection is for the purpose of setting specific standards that are to be maintained throughout the entire run. It does not constitute a prior approval of the entire run.

Press sheets must contain control bars for each color of ink on the sheet. Control bars must be placed parallel to the press's ink rollers. The control bars must show areas consisting of 3/16 x 3/16" minimum solid color patches; tint patches of 25, 50, and 75%; dot gain scale (such as, BRUNNER, GATF, GRETAG, or RIT); and gray balance patches for process color (if applicable). These areas must be repeated across the entire press sheet.

MARGINS: Margins will be indicated on the print order, sample, or furnished camera copy.

BINDING:

Six-page product: Fold from a flat size of 25-1/2 x 11" to 8-1/2 x 11" with two parallel wraparound folds.

Eight-page and twelve-page products: Saddle-wire stitch in two places and trim three sides. Each product must contain complete 4-page signature after trimming. Single leaves connected with a lip (i.e., binding stub) to left or right side of stitches will not be allowed.

On all orders: All except 200 copies per print order will require a final fold from 8-1/2 x 11" to 8-1/2 x 5-1/2", address side out, and sealed with a tab-type seal (Seal-O-Matic or similar) centered on the open side (8-1/2" dimension).

PACKING:

Bulk shipments: Shrink film wrap in units of 50 copies.

Pack in shipping containers not to exceed 45 lbs. when fully packed.

Mailed Shipments:

Single copies must be mailed as self-mailers.

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

Inkjet addresses from supplied mail list, directly to the back of each copy mailed singly as self-mailers.

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.

Books

Quantity Number of

<u>Ordered</u>	<u>Sublots</u>
500 - 3,200	50
3,201 - 10,000	80

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 indicated under "DISTRIBUTION".

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

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 as evidence of mailing.

DISTRIBUTION:

Quantities will be furnished with the print orders.

Inside delivery to room number specified is required.

Mail f.o.b. contractor's city approximately 750 to 2,500 copies to approximately 750 to 2,500 addresses.

Deliver balance and Government furnished materials (including media files produced by the contractor) f.o.b. destination to U.S. Merit Systems Protection Board, 1615 M Street, NW, Room 526, 5th Floor, Washington, DC.

All mailing shall be made at the First Class rate.

All copies mailed must conform to the appropriate regulations in the U.S. Postal Service manuals for "Domestic Mail" or "International Mail" as applicable.

The contractor is cautioned that "Postage and Fees Paid" indicia may be used only for the purpose of mailing material produced under this contract.

Certificate of Conformance: When using Permit Imprint Mail the contractor must complete GPO Form 712 – Certificate of Conformance (Rev. 2-91), supplied by GPO and the appropriate mailing statement or statements, supplied by USPS.

The contractor is required to fill in all applicable items on the USPS form(s) and submit in duplicate to the entry post office. The post office will return a verified copy of USPS form(s) to the contractor upon acceptance of mail and the contractor must immediately forward a copy of the USPS form to the ordering agency with the cost, along with identifying the Program Number, Print Order, and Jacket Number.

After completion of each order, all furnished materials must be returned to the address indicated above.

All expenses incidental to returning materials, submitting proofs, and furnishing samples 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 address indicated under "DISTRIBUTION".

No definite schedule for pickup of material can be predetermined.

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.

Submit proofs within 3 workdays after notification of the availability of print order and furnished material.

Proofs will be withheld 2 workdays from receipt by the Government until proofs are made available for pickup.

If revised proofs are required due to AA's, contractor must submit them within 1 workday and pick up edited proofs within 1 workday.

Contractor must deliver two copies of the PDF files, 2 workdays prior to distribution of complete product to their final destinations specified.

Contractor must make complete production and distribution within 4 workdays after receipt of an "O.K. to print."

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, and products ordered f.o.b. contractor's city must be delivered to the post office.

The contractor must notify the GPO of the date and time the press sheet inspection can be performed. In order for proper arrangements to be made, notification must be given at least 2 workdays prior to the inspection. Notify the U.S. Government Printing Office, Quality Assurance at (202) 512-0542. Telephone calls will only be accepted between the hours of 8:00 a.m. and 2:00 p.m., prevailing Eastern Time. Note: See contract clauses, paragraph 14(e)(1), Inspections and Tests of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)). When supplies are not ready at the time specified by the contractor for inspection, the Contracting Officer may charge to the contractor the additional cost of the inspection.

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 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 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.

Estimated travel and per diem to be incurred by the Government for press sheet inspection will be a factor in determining award. This factor will be determined by estimating the cost of sending one Government representative from the Washington, DC area to the contractor's plant for 2 inspection trips lasting 1 workday each.

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

- I. (1) (2)
- (a) 1 17
- (b) 3 52
- (c) 1 17

- II. 1. (a) 6
- 2. (a) 74

- III. (a) 5

SECTION 4.- SCHEDULE OF PRICES

Bids offered are f.o.b. contractor's city for all mailed shipments and f.o.b. destination for all other shipments.

Bidder must make an entry in each of the spaces provided. Bids submitted with any blank spaces, revisions or alterations 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.

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

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

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.

I. COMPLETE PRODUCT: Prices offered shall include the cost of all required materials and operations (electronic prepress, proofs, printing in two colors, all folding, tab sealing and binding) 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 100 Copies</u> (2)
(a) Six-page newsletter per product	\$ _____	\$ _____
(b) Eight-page newsletter per product	\$ _____	\$ _____
(c) Twelve-page newsletter per product	\$ _____	\$ _____

II. PACKING:

1. Bulk shipments (other than by mail): Price must include the cost of shrink-film wrapping.

(a) Packing and sealing shipping containers per container.....\$ _____

2. Mailing:

(a) Inkjet address directly on single copies (self-mailers)....per 100 addresses ...\$ _____

III. ADDITIONAL OPERATIONS:

(a) Two copies of PDF files per specs.....\$ _____

(Initials)

LOCATION OF POST OFFICE: All mailing will be made from the _____

Post Office located at Street Address _____,

City _____, State _____, Zip Code _____.

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 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)