

U.S. GOVERNMENT PUBLISHING OFFICE

Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Certificate Overprinting

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

National Labor Relations Board (NLRB)

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning May 1, 2018 and ending April 30, 2019, plus up to four (4) 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 11:00 a.m., prevailing Washington, DC time, on March 22, 2018.

BID SUBMISSION: Submit bid in pre-addressed envelope furnished with solicitation or send to: U.S. Government Publishing Office, Bid Section, Room C-848, Stop: CSPS, 732 North Capitol Street, NW, Washington, DC 20401. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO Bid Section, Fax No. (202) 512-1782. The program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2, as revised January 2018. Hand delivered bids are to be taken to: GPO Bookstore, 710 North Capitol Street, NW, Washington, DC, between the hours of 8:00 a.m. and 4:00 p.m., prevailing Washington, DC time, Monday through Friday. Contractor is to follow the instructions in the bid submission/opening area. If further instruction or assistance is required, call (202) 512-0526.

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, 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.

BIDDERS, PLEASE NOTE: These specifications have been extensively revised; therefore, all bidders are cautioned to familiarize themselves with all provisions of these specifications before bidding.

GPO has issued a new *GPO Publication 310.2, GPO Contract Terms – Solicitation Provisions, Supplemental Specifications, and Contract Clauses (Rev. 1-18)*. Prospective bidders should carefully read this publication as the applicable terms within become an integral part of this contract. The document is posted at <https://www.gpo.gov/how-to-work-with-us/vendors/forms-and-standards> along with a list of major revisions.

The GPO 910 "BID" Form is no longer required. Bidders are to fill out, sign/initial, as applicable, all pages of SECTION 4. – SCHEDULE OF PRICES.

Abstracts of contract prices are available at <https://www.gpo.gov/how-to-work-with-us/vendors/contract-pricing>.

For information of a technical nature, contact Rebecca Swan at rswan@gpo.gov or (202) 512-1239.

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. 1-18)) 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) – <https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/contract-terms-01-18.pdf>.

GPO QATAP (GPO Publication 310.1) – <https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/qatap.pdf>.

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	Copy

OPTION TO EXTEND THE TERM OF THE CONTRACT: The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed five (5) years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the “EXTENSION OF CONTRACT TERM” clause. See also “ECONOMIC PRICE ADJUSTMENT” for authorized pricing adjustment(s).

EXTENSION OF CONTRACT TERM: At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

ECONOMIC PRICE ADJUSTMENT: The pricing under this contract shall be adjusted in accordance with this clause, provided that in no event will any pricing adjustment be made that would exceed the maximum permissible under any law in effect at the time of the adjustment. There will be no adjustment for orders placed during the first period specified below. Pricing will thereafter be eligible for adjustment during the second and any succeeding performance period(s). For each performance period after the first, a percentage figure will be calculated as described below and that figure will be the economic price adjustment for that entire next period. Pricing adjustments under this clause are not applicable to reimbursable postage or transportation costs, or to paper, if paper prices are subject to adjustment by separate clause elsewhere in this contract.

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from May 1, 2018 to April 30, 2019, 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 January 31, 2018, 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 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.

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 May 1, 2018 through April 30, 2019, 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" upon notification by the Government for purposes of the contract when it is electronically transmitted or otherwise physically 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.

PAYMENT:

Submitting invoices for payment via the GPO fax gateway (if not samples are required) utilizing the GPO barcode coversheet program application is the most efficient method of invoicing. Instruction for using this method can be found at the following web address: <http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html>.

Invoices may also be mailed to: U.S. Government Publishing Office, Office of Financial Management, Attn: Comptroller, Stop: FMCE, Washington, DC 20401.

For more information about the billing process refer to the General Information of the Office of Finance web page located at <https://www.gpo.gov/how-to-work-with-us/vendors/how-to-get-paid>.

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

SECTION 2. - SPECIFICATIONS

SCOPE: These specifications cover the production of overprinting on furnished pre-printed certificates requiring such operations as composition, overprinting, packing, and distribution.

TITLE: Certificate Overprinting.

FREQUENCY OF ORDERS: Approximately 2 to 7 orders per year.

QUANTITY: Approximately 1 to 7 certificates per order.

NUMBER OF PAGES: Face only.

TRIM SIZE: 11 x 14".

GOVERNMENT TO FURNISH: Pre-printed certificates.

Names and dates will be provided with the print order and pre-printed certificates.

Identification markings such as register marks, commercial identification marks of any kind, etc., carried in 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 products in accordance with these specifications.

COMPOSITION: Contractor must set type for name and date to be overprinted on the furnished pre-printed certificates.

Contract to typeset name in Garamond 3 Bold, 53 pt. and date in Garamond 3 Medium, 27 pt.

OVERPRINTING: Overprint name and date on face of each furnished pre-printed certificate in black in the specified area.

MARGINS: Margins will be as indicated on the print order or furnished certificates, unless otherwise specified.

PACKING: Insert certificates flat into appropriately-sized kraft envelopes with one piece of chipboard to prevent certificates from bending. All furnished certificates may be packaged in the same envelope.

LABELING AND MARKING: Contractor to download the "Labeling and Marking Specifications" form (GPO Form 905, Rev. 7-15) from GPO.gov, fill in appropriate blanks and attach to shipping containers.

DISTRIBUTION: Deliver f.o.b. destination to: National Labor Relations Board, 1015 Half Street SE, Room 3021, Washington, DC 20003. Inside delivery required.

NOTE: For pickup of furnished materials and delivery of certificates, contractor to call April Short upon entering the building (loading dock) at (202) 273-2891.

Upon completion of each order, contractor must notify the ordering agency (on the same day the order delivers) via email to the address indicated on the print order. The subject line of the email shall be "Distribution Notice for Program 517-S, Print Order XXXXX, Jacket Number XXX-XXX." The notice must provide all applicable tracking numbers, delivery method, and title. Contractor must be able to provide copies of all delivery receipts upon agency request.

All expenses incidental to picking up and returning materials 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 must be picked up from and returned to: National Labor Relations Board, 1015 Half Street SE, Room 3021, Washington, DC 20003.

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.

Contractor must complete production and distribution within five (5) workdays of notification of the availability of print order and furnished material.

The ship/deliver date indicated on the print order is the date products ordered for delivery f.o.b. destination must be delivered to the destination specified.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

For compliance reporting purposes, the contractor must notify the U.S. Government Publishing Office of the date of shipment or delivery, as applicable. Upon completion of each order, contractor must contact the Shared Support Services Compliance Section via email at compliance@gpo.gov; via telephone at (202) 512-0520; or via facsimile at (202) 512-1364. Personnel receiving email, call, or facsimile will be unable to respond to questions of a technical nature or to transfer any inquiries.

SECTION 3. - DETERMINATION OF AWARD

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

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

I. 12

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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 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), NA (Not Applicable), 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.

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

I. COMPOSITION, OVERPRINTING, PACKING, AND DISTRIBUTION: Prices offered shall include the cost of all required materials and operations necessary for the composition, overprinting, packing, and distribution of the products listed in accordance with these specifications.

Per Certificate\$ _____

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 _____

(Initials)

SHIPMENT(S): Shipments will be made from: City _____, State _____

The city(ies) indicated above will be used for evaluation of transportation charges when shipment f.o.b. contractor's city is specified. If no shipping point is indicated above, it will be deemed that the bidder has selected the city and state show below in the address block, and the bid will be evaluated and the contract awarded on that basis. If shipment is not made from evaluation point, the contractor will be responsible for any additional shipping costs incurred.

DISCOUNTS: Discounts are offered for payment as follows: _____ Percent, _____ calendar days. See Article 12 "Discounts" of Solicitations Provisions in GPO Contract Terms (Publication 310.2).

AMENDMENT(S): Bidder hereby acknowledges amendment(s) number(ed) _____

BID ACCEPTANCE PERIOD: In compliance with the above, the undersigned agree, if this bid is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the bidder) from the date for receipt of bids, to furnish the specified items at the price set opposite each item, delivered at the designated point(s), in exact accordance with specifications.

NOTE: Failure to provide a 60-day bid acceptance period may result in expiration of the bid prior to award.

BIDDER'S NAME AND SIGNATURE: Unless specific written exception is taken, the bidder, by signing and submitting a bid, agrees with and accepts responsibility for all certifications and representations as required by the solicitation and GPO Contract Terms – Publication 310.2. When responding by fax or mail, fill out and return one copy of all pages in "SECTION 4. – SCHEDULE OF PRICES," including initializing/signing where indicated.

Failure to sign the signature block below may result in the bid being declared non-responsive.

Bidder _____
(Contractor's Name) (GPO Contractor's Code)

(Street Address)

(City – State – Zip Code)

By _____
(Printed Name, Signature, and Title of Person Authorized to Sign this Bid) (Date)

(Person to be Contacted) (Telephone Number) (Email Address)