

U.S. GOVERNMENT PUBLISHING OFFICE
Southwest Team

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS
For the Procurement of

Paper Evidence Bags with Barcode Decals

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

Dept of Homeland Security: U.S. Customs and Border Protection

Single Award

TERM of CONTRACT: The term of this contract is for the period beginning December 1, 2022 and ending November 30, 2023, plus up to four (4) optional 12-month extension period(s) that may be added in accordance with the “Option to Extend the Contract Term” clause of this contract.

BID OPENING: Bids shall be opened at **11:00 AM**, prevailing Pacific Standard Time (PST), on **November 10, 2022** at the U.S. Government Publishing Office, San Francisco Regional Office. Due to COVID-19, this will NOT be a public bid opening.

BID SUBMISSION: Due to the COVID-19 pandemic, the physical office will NOT be open. Based on this, bidders MUST submit email bids to bidssanfran@gpo.gov for this solicitation. No other method of bid submission will be accepted at this time. The 4965-S program number and bid opening date must be specified in the subject line of the emailed bid submission. *Bids received after 11:00AM PST on the bid opening date specified above will not be considered for award.*

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

ADDITIONAL EMAILED BID SUBMISSION PROVISIONS: The Government will not be responsible for any failure attributable to the transmission or receipt of the emailed bid including, but not limited to, the following –

1. Illegibility of bid.
2. Emails over 75 MB may not be received by GPO due to size limitations for receiving emails.
3. The bidder’s email provider may have different size limitations for sending email; however, bidders are advised not to exceed GPO’s stated limit.
4. When the email bid is received by GPO, it will remain unopened until the specified bid opening time. Government personnel will not validate receipt of the emailed bid prior to bid opening. GPO will use the prevailing time (specified as the local time zone) and the exact time that the email is received by GPO’s email server as the official time stamp for bid receipt at the specified location

For information of a technical nature *before* award, email Jennifer Yarbrough at jyarbrough@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 Publication 310.2, effective December 1, 1987 (Rev. 01-18)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (revised 9-19)).

GPO Contract Terms (GPO Publication 310.2) – <https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/contractterms2018.pdf>

GPO QATAP (GPO Publication 310.1) – <https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/qatap-rev-09-19.pdf>.

BIDDERS, PLEASE NOTE: GPO has issued a new *Government Paper Specification Standards, No. 13*, dated September 2019. Prospective bidders should carefully read this publication as the applicable standards 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.

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/pdfs/vendors/contractdisputes.pdf>. This June 2008 clause also cancels and supersedes any other disputes language currently included in existing contractual actions.

SUBCONTRACTING: The contractor may make contracts for the furnishing of all or any part of the supplies or work specified. Accordingly, Contract Clause 6, "Subcontracts," of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 01-18)), does not apply to this procurement.

BUY AMERICAN ACT - In compliance with Contract Terms 310.2 (Rev. 01-18), Contractor must state within bid submitted either that the end product is a Domestic end product or a Foreign end product as defined in Contract Clause 37 for the requested promotional item. Domestic end product or Foreign end product must be indicated. The contractor shall indicate "product of unknown origin" when it is unknown if the product offered is a domestic end product; in that instance, GPO will consider the bid as a Foreign end product, in accordance with Contract Terms, Certifications C-2 (Buy American Certification), that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States. Indicate the country of origin in "Schedule of Prices".

QUALITY ASSURANCE LEVELS AND STANDARDS: The following levels and standards shall apply to these specifications:

Product Quality Levels:

- (a) Printing Attributes — Level III.
- (b) Finishing 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 | Reproducibles |
| P-9. Solid and Screen Tint Color Match | Furnished Copy, 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 before expiration of the current contract term. 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 three (3) 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 periodic pricing revision.

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 prices set forth in this contract shall be adjusted in accordance with the provisions of 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 below. Pricing will thereafter be eligible for adjustment during the second and any succeeding 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 herein.

For the purpose of this clause, the contract shall be divided into successive periods. The first period shall extend from December 1, 2022 to November 30, 2023. 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.

Price adjustments in accordance with this clause will be based on the changes in the seasonally adjusted “Consumer Price Index For All Urban Consumers - Commodities Less Food” 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 the 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 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 August 31, 2022, 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.

PAYMENT: Submitting invoices for payment via the GPO fax gateway (if no 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 items in the "SCHEDULE OF PRICES."

SECURITY: The contractor shall take all necessary precautions to insure against loss of forms, negatives, or other reproducibles at any time prior to delivery to destination.

ORDERING: Items to be furnished under this contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under this contract from December 1, 2022 to as late as November 30, 2023. All print orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any print order.

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.

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 pre-award 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. As part of the financial determination, the contractor in line for award may be required to provide one or more of the following financial documents:

- 1) Most recent profit and loss statement
- 2) Most recent balance sheet
- 3) Statement of cash flows
- 4) Current official bank statement
- 5) Current lines of credit (with amounts available)
- 6) Letter of commitment from paper supplier(s)
- 7) Letter of commitment from any subcontractor

The documents will be reviewed to validate that adequate financial resources are available to perform the contract requirements. Documents submitted will be kept confidential and used only for the determination of responsibility by the Government. Failure to provide the requested information in the time specified by the Government may result in the Contracting Officer not having adequate information to reach an affirmative determination of responsibility.

NOTIFICATION: The contractor will be notified before the end of the current contract annual period of availability or non-availability of funds for subsequent periods. Cancellation is effected if (i) the Contracting Officer notifies the contractor that funds are not available for the next year, or (ii) the Contracting Officer fails to notify the contractor that funds are available for the next year.

SECTION 2. - SPECIFICATIONS

SCOPE: These specifications cover the printing of four different sized paper evidence bags with barcode decals requiring such operations as reproduces (including generation from furnished digital copy), blue ink, barcode serial numbering, shrink wrapping, packing on specified pallets, and delivery to Indianapolis, IN (on occasion delivery to two additional destinations).

TITLE: Paper Evidence Bags with Barcode Decal.

FREQUENCY OF ORDERS:

Small: Approximately two to four orders per year (average two orders per year).
Medium: Approximately two to four orders per year (average two order per year).
Large: Approximately two to four orders per year (average two orders per year).
Tall: Approximately two to four orders per year (average two orders per year).

Barcode Decal*: Approximately eight to 16 orders per year (average eight orders per year).

QUANTITY:

Small: Approximately 75,000 to 150,000 paper evidence bags per order (average 125,000 bags per order).
Medium: Approximately 60,000 to 80,000 paper evidence bags per order (average 75,000 bags per order).
Large: Approximately 15,000 to 25,000 paper evidence bags per order (average 22,000 bags per order).
Tall: Approximately 40,000 to 55,000 paper evidence bags per order (average 50,000 bags per order).

Barcode Decal*: The number of decals will equal the number of bags ordered, regardless of size.
Estimated total: 544,000 decals.

PAPER EVIDENCE BAG SIZES:

Small: 5.25" x 3.25" x 10.75"
Medium: 7" x 4.5" x 13.75"
Large: 12" x 7" x 17"
Tall: 8.25" x 5.25" x 18"

BARCODE DECAL SIZE: 1.5 x 1"

GOVERNMENT TO FURNISH (and submittal of government furnished materials): Digital files will be emailed directly to the contractor with the print order. All required fonts are on furnished disc. Files are in PDF and/or Native Format. Contractor must be able to produce orders from later software versions of InDesign and Illustrator files.

Sample of paper evidence bags with barcode decal, as needed.

A print order will be furnished to the printer for each individual order.

At time of award, the furnished materials will be forwarded to the successful bidder along with the purchase order. These materials will be used throughout the duration of the contract. At any time during the term of the contract, U.S. Customs and Border Protection reserve the right to substitute and/or replace these materials.

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.

In order to process and correctly output the Government furnished digital files, the contractor will be responsible for possessing the aforementioned digital software, including the most recently released versions.

Digital prepress, deliverables:

Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required reproduction image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported to the ordering party.

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.

STOCK: The specifications of all stock furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 13" dated September 2019, and any subsequent amendments thereto.

Heavy Duty Brown Kraft, Basis Weight 25#*.

White Vinyl (with Crack 'n Peel) approximately .004" thick.

*Stock must equal paper evidence bags described online: <https://tritechforensics.com/paper-evidence-bags-100-pkg/>. No similar items are allowed.

INK: Pantone 2955 Blue and Black.

PAPER EVIDENCE BAGS: Paper Evidence Bags print type, rules, and agency logos in blue ink, one side only.

To view online, visit: <https://tritechforensics.com/paper-evidence-bags-100-pkg/>.

BARCODE DECAL: Barcode decal prints barcode symbology and human-readable companion serial number in black ink, face only. Back each barcode decal with a permanent pressure sensitive adhesive. Die-cut/kiss-cut two areas on decal for tamper evident feature. Round all corners and remove waste.

SERIAL NUMBERING: Serial number sequence required for barcode decals for each sized paper evidence bag. No duplicated or missing numbers – no exceptions. Sample serial number sequence, as follows: (actual serial number sequence will be furnished on the print order):

Small Paper Evidence Bag: Serial number beginning with PS00001001 to PS00006000.

Medium Paper Evidence Bag: Serial number beginning with PM00001001 to PM00006000.

Large Paper Evidence Bag: Serial number beginning with PL00001001 to PL00006000.

Tall Paper Evidence Bag: Serial number beginning with PT00001001 to PT00006000.

ASSEMBLY: Place one unique serial numbered pressure sensitive barcode decal in the lower right corner of each bag. Note: Each set of paper evidence bags maintains their own set of barcode serial numbers.

MARGINS: Follow reprint sample or instructions otherwise furnished.

LABELING: Label each carton with GPO Program Number, Print Order Number, Requisition Number, Size of Boxes, and Quantity.

PALLETIZING: All bulk shipments must be delivered on pallets. Shipments not delivered on pallets shall be cause for rejection of the order.

BAND WRAPPING: Band in bundles of 50-100, per print order.

PACKING: Quantity per pallet indicated on print order. Pack specified number of cartons per pallet.

DEPARTMENTAL QUALITY COPIES: All orders must be divided into equal sublots in accordance with the chart shown below. A random sample must be selected from each subplot. Do not choose copies from the same general area in each subplot.

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

These randomly selected samples must be packed separately and must be identified by a special government-furnished blue label, which is to be affixed to each affected container. These random sample copies must be recorded separately on all shipping documents and sent in accordance with the distribution list. The random inspection samples constitute a part of the total quantity ordered, and no additional charge will be allowed.

In addition, a copy of the PRINT ORDER/SPECIFICATION along with the signed selection certificate, which will be furnished, must be included with the samples.

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

DISTRIBUTION:

Deliver all bulk shipments f.o.b. destination to: (MUST** deliver on pallets, as specified herein.)

USCBP, National Distribution Center
6484 Corporate Dr.
Indianapolis, IN 46278
Attn: Marc Rucker (317) 290-3149, ext. 2001
Attn: Josh Herald (317) 290-3149, ext. 2010

*48-hour notice of delivery is required. Contractor MUST call Marc Rucker or Josh Herald for delivery and security requirements. Contractor must follow the pallet instructions or the entire order will be refused. Pallets must be in good condition or the entire order may be refused. If an order is refused, it is the contractor's responsibility to repalletizing the entire order prior to any redelivery attempt.

NOTE: Occasionally deliveries will be made to two different locations. The addresses will be furnished on the print order.

All expenses incidental to returning Government Furnished 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 print order and individual order form.

No definite schedule can be predetermined.

Complete production of all orders will be required within 20 to 25 workdays after submittal of Government furnished materials to the contractor.

Print orders will be issued by the U.S. Customs and Border Protection, 1300 Pennsylvania Avenue NW, Washington, DC 20229, Room 3.2C-51, Attn: Trish Mancuso. Phone Number: (202) 344-2106.

The “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.

SECTION 3. - DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices quoted in the “Schedule of Prices” to the following units of production which are the estimated requirements to produce one year's orders 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 under this contract.

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

I.

| | | |
|-----|------------|------------|
| 1. | <u>(1)</u> | <u>(2)</u> |
| (a) | 2 | 250 |
| (b) | 2 | 150 |
| (c) | 2 | 44 |
| (d) | 2 | 100 |
| 2. | <u>(1)</u> | <u>(2)</u> |
| (a) | 8 | 68 |

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.

Contractor 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 contractor 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 bid 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.

Fractional parts of 1,000 shall be prorated at the “per 1,000” rate and fractional parts of 100 shall be prorated at the “per 100” rate.

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

I. COMPLETE PRODUCT: Prices quoted shall include the cost of all required materials and operations necessary for the complete production and distribution of the product listed in accordance with these specifications.

1. Paper Evidence Bags.

| | <u>Makeready And/or Setup</u> (1) | <u>Running Per 1,000 Copies</u> (2) |
|-------------------------------|--|--|
| (a) Small Evidence Bags..... | \$ _____ | \$ _____ |
| (b) Medium Evidence Bags..... | \$ _____ | \$ _____ |
| (c) Large Evidence Bags..... | \$ _____ | \$ _____ |
| (d) Tall Evidence Bags..... | \$ _____ | \$ _____ |

2. Barcode Decals.

| | <u>Makeready And/or Setup</u> (1) | <u>Running Per 1,000 Copies</u> (2) |
|---|--|--|
| (a) Serial Numbered Barcode Decals..... | \$ _____ | \$ _____ |

Initials

DISCOUNTS: Discounts are offered for payment as follows: _____ percent, _____ calendar days. See Article 12 “Discounts” of Solicitation Provisions in GPO Contract Terms (Pub. 310.2).

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 Firm) from the date for receipt of bids, to furnish the specified items at the price set opposite each item, delivered at the designated points(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.

COUNTRY OF ORIGIN: Note: In compliance with Contract Terms, contractor must state within the bid submitted the country of origin when the end product is being manufactured. Indicate the country of origin in “Schedule of Prices”.

Country of Origin: _____

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 email, fill out and return one copy of all pages in “SECTION 4. – SCHEDULE OF PRICES,” including initialing/signing where indicated. Valid electronic signatures will be accepted in accordance with the Uniform Electronic Transactions Act, § 2. Electronic signatures must be verifiable of the person authorized by the company to sign bids.

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

Firm _____
(Contractor 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)

(Printed Name) (Telephone Number)

(Email) (Fax Number)

THIS SECTION FOR GPO USE ONLY

Certified by: _____ Date: _____ Contracting Officer: _____ Date: _____
(Initials) (Initials)
