

Program No. 1201-S Term: Date of Award To March 31, 2020														
TITLE: Tamper Proof Pressure-Sensitive Labels														
KLAS Products, Inc. Powered														
			Bay Tech Label, Inc. St. Petersburg, FL			Elite Textile Trading LLC Irvine, CA		by Boundless Network McKinney, TX		Tristar Label LLC Mt. Vernon, NY		Whitlam Group Center Line, MI		
ITEM NO.	DESCRIPTION	BASIS OF AWARD	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST		
I.	PRINTING:													
a.(1)	Makeready..... per label	12	0.0004	\$0.0048	0.0079	\$0.0948	0.00625	\$0.07500	NC	\$0.00	175.00	\$2,100.00		
(2)	Run Per label..... per 1,000	6,000	9.70	\$58,200.00	7.90	\$47,400.00	6.25	\$37,500.00	8.83	\$52,980.00	3.40	\$20,400.00		
II.	ADDITIONAL OPERATIONS:													
a.	Mounting/Die-Cutting.....per roll	1,200	2.50	\$3,000.00	NC	\$0.00	0.00	\$0.00	NC	\$0.00	NC	\$0.00		
b.	Pack 4 poly tubing bags (20 rolls).. per shipping container	60	1.00	\$60.00	NC	\$0.00	0.00	\$0.00	NC	\$0.00	NC	\$0.00		
CONTRACTOR TOTALS						\$61,260.00		\$47,400.09		\$37,500.08		\$52,980.00	\$22,500.00	
DISCOUNT				1%-20	\$612.60		0.1%-30	\$47.40	0.0%	\$0.00	1%-20	\$529.80	0%-30	\$0.00
DISCOUNTED TOTALS					\$60,647.40			\$47,352.69		\$37,500.08		\$52,450.20	\$22,500.00	
AWARDED														

U.S. GOVERNMENT PUBLISHING OFFICE
Philadelphia, PA

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Tamper Proof Pressure-Sensitive Labels

as requisitioned from the U.S. Government Publishing Office (GPO) by the
the U.S. Department of Homeland Security, Transportation Services Administration (TSA)
Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning Date of Award and ending March 31, 2020 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 Philadelphia, PA time, on April 23, 2019.

BID SUBMISSION: Submit bid in pre-addressed envelope furnished with solicitation or send to: U.S. Government Publishing Office, Customer Services, Philadelphia Regional Office, Agency Procurement Facsimile Services, Southampton Office Park, 928 Jaymor Road, Suite A-190, Southampton, PA 18966-3820. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO, Fax No. (215) 364-6476. 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: U.S. GPO, Southampton Office Park, 928 Jaymor Road, Suite A-190, Southampton, PA 18966, between the hours of 9:00 a.m. and 4:00 p.m., prevailing Philadelphia, PA, time, Monday through Friday. The contractor is to follow the submission instructions in the Bid Submission/Opening area. If further instruction or assistance is required, call (215) 364-6465.

BIDDERS, PLEASE NOTE: 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.

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.

This is a new program; no abstract available.

For information of a technical nature, contact Diane Peluso at 215-364-6465 x4 or email dpeluso@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. 1-18)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (revised 8-02)).

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.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	O.K. PDF Proofs/Furnished Sample
P-9. Solid and Screen Tint Color Match	Pantone Matching System

OPTION TO EXTEND THE TERM OF THE CONTRACT: The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed five (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 Date of Award through March 31, 2020, 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 December 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.

SECURITY CONTROL PLAN: The contractor shall maintain in operation, an effective security system where items by these specifications are manufactured and/or stored (awaiting distribution or disposal) to assure against theft and/or the product ordered falling into unauthorized hands.

Contractor is cautioned that no Government provided information shall be used for nongovernment business. Specifically, no Government information shall be used for the benefit of a third party. The Government retains the right to conduct on-site security reviews at any time during the term of the contract.

The plan shall contain at a minimum:

- (1) How Government files (data) will be secured to prevent disclosure to a third party prior to and after termination of contract;
- (2) Explain how all accountable materials will be handled throughout all phases of production;
- (3) How the disposal of waste materials will be handled;
- (4) How all applicable Government-mandated security/privacy/rules and regulations as cited in this contract shall be adhered to by the contractor and/or subcontractor(s).

This proposed plan is subject to review and approval by the Government and award will not be made prior to approval of same. The Government reserves the right to waive some or all of the plan.

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

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. 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.

POSTAWARD CONFERENCE: The total requirements of the job as indicated in these specifications will be reviewed by Government representatives with the contractor's representatives at the GPO Philadelphia Regional Office or by conference call, immediately after award.

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 Date of Award through March 31, 2020 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 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: <https://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>.

SECTION 2. - SPECIFICATIONS

SCOPE: These specifications cover the production of die-cut, tamper proof, pressure-sensitive labels requiring such operations as composition, printing, serial numbering, packing, and distribution.

TITLE: Tamper Proof Pressure-Sensitive Labels.

FREQUENCY OF ORDERS: Approximately 10 to 14 orders per year.

QUANTITY: 100 rolls per order. Each roll must consist of 5,000 labels. Quantity variation not allowed.

NUMBER OF SIDES: Face only.

TRIM SIZE: 1" x 1" circle.

GOVERNMENT TO FURNISH: A previously printed sample to be used for construction, layout and color breaks.

Format remains the same throughout the term of the contract.

Print orders (GPO Form 2511) will be emailed individually.

Identification markings such as register marks, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried in the electronic files, must not print on finished product.

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under "Government to Furnish," necessary to produce the product(s) in accordance with these specifications.

COMPOSITION: The contractor shall create the supporting graphics for the ordering agency's TSA (Transportation Security Administration) logo.

The contractor will be required to set type for numerals and letters as required. These numerals and letters must be identical throughout the product ordered under these specifications.

Typefaces and Sizes: Typefaces and sizes should match the furnished sample.

Die: Contractor to create a tamper proof die with security slits.

PROOFS:

For the first order, 2 sets of digital color one-off proof created using the same output device that will be used to produce the final printed product on the actual production stock. Proofs shall be collated with all elements in proper position (not pasted up), imaged face and back, trimmed and folded to the finished size/format of the product, as applicable. Proof will be used for color match on the press on the production run.

Contractor to submit one "Press Quality" PDF soft proof (for content only) using the same Raster Image Processor (RIP) that will be used to produce the final printed product. PDF proof will be evaluated for text flow, image position, and color breaks. Proof will not be used for color match. Contractor must call point of contact at phone number on print order to confirm receipt.

If any contractor's errors are serious enough in the opinion of the GPO to require revised proofs, the revised proofs are to be provided at no expense to the Government. No extra time can be allowed for this reproofing; such operations must be accomplished within the original production schedule allotted in the specifications.

The contractor must not print prior to receipt of an "OK to Print."

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the “Government Paper Specification Standards No. 12” dated March 2011.

Government Paper Specification Standards No. 12 –
https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/vol_12.pdf?sfvrsn=2.

All paper used in each copy must be of a uniform shade. The paper to be used will be indicated on each print order.
Facestock: White Litho (Gloss) Coated Book, basis weight: 60 lbs. per 500 sheets, 25 x 38", equal to JCP Code A180. The requirement for postconsumer fiber (as specified in the Government Paper Specification Standards No. 12) for this contract is waived. However, the addition of post-consumer fiber is encouraged provided that the requirements of this Standard are met. All other attributes remain the same.

PRINTING: Print one side only in four spot colors to match Pantone colors 199, 293, 375 and black for type matter, circular borders and numbering. Drop-out white within TSA logo and some type matter.

Topcoat: Surface coat with clear varnish after printing.

MARGINS: Solid background (Pantone 375) bleeds all sides.

CONSTRUCTION: The back of each label must be coated with a permanent type, pressure-sensitive adhesive suitable for adhering to polypropylene labels.

The security slits (tamper cuts) cause the label to be tamper proof. Removal of the label should result in the tearing and leaving behind part of the paper.

Die-cut 1" diameter for labels only.

Mount 5,000 labels per roll on a 3" diameter core.
Release liner is 1/8" wider than labels and space between labels is 1/8".
Copy position (or unwind) is position 3.

NUMBERING: Serial numbers in one position in black ink. No missing numbers. Numbers are 1/16" height. Starting and ending numbers will be indicated on the print order.

PACKING: Bulk Shipments.
Five (5) rolls per poly tubing. Four (4) poly tubing bags per shipping container.
Pack shipping container with twenty (20) rolls per container.

All shipments which fill less than a shipping container must be packaged with materials of sufficient strength and durability and in such a manner which will guarantee that the product will not be damaged and the package will not open or split when processed through the U.S. mail system or a small package carrier delivery system.

LABELING AND MARKING:

Contractor to download the “Labeling and Marking Specifications” form (GPO Form 905, R. 7-15) from GPO.gov, fill in appropriate blanks, and attach to shipping containers.

Each bag must be clearly labeled with the GPO jacket, purchase order, program and print order number.

In addition to regular markings, indicate on all poly tubing and shipping containers, the serial numbers contained therein and number all shipping containers consecutively, with the lowest serial number in container no. 1, etc.

DISTRIBUTION: Deliver f.o.b. destination to the Transportation Security Administration, 230-59 Rockaway Boulevard, Bay Door #21, Jamaica, NY 11413, ATTN: Michelle Moss (718) 917-3981.

Receipt for Delivery: Contractor must furnish their own receipts for delivery. These receipts must include the GPO jacket, program, and print order numbers: total quantity delivered, number of cartons, and quantity per carton: date delivery made: and signature of the Government agent accepting delivery. The original copy of this receipt must accompany the contractor's voucher for payment.

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).

No definite schedule can be predetermined. The furnished material (prior printed visual) to be mailed from ordering agency, no less than (7) workdays after award and prior to 1st print order.

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.

No specific date is set for submission of proofs. Proofs must be submitted as soon as possible to allow for pdf soft proofs if contractor's errors are judged serious enough to require them. Proofs will be withheld no more than (2) workdays from their receipt to the ordering agency to their receipt to the contractor. (Note: The first workday after receipt of proofs to the ordering agency is day one of the hold time.)

Ordering agency will provide an "OK to print" via email.

Contractor must make complete production and distribution within three (3) to five (5) workdays (as specified on the print order) upon receipt of proof approval.

Ship complete to arrive at destination between 8:00 a.m. to 2:30 p.m., Monday through Friday, excluding holidays.

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

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with the 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 is to notify the U.S. Government Publishing Office of the date of shipment or delivery. Upon completion of each order, contractor must contact the GPO Philadelphia Regional Office via email at infophiladelphia@gpo.gov or via telephone at (215) 364-6465. Personnel receiving email, call or facsimile will be unable to respond to questions of a technical nature or to transfer any inquires.

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 (1) 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 for a like period of time. The following item designations correspond to those listed in the "SCHEDULE OF PRICES."

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

	(1)	(2)
I. a.	12	6,000
II. a.	1,200	
b.	60	

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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 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), NA (Not Applicable), 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.

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

I. PRINTING: (Includes composition, printing, numbering, pdf soft proof, coating, stock, packing and distribution).

	<u>Makeready and/or Setup</u> (1)	<u>Running per 1,000</u> (2)
a. Printing in four colors..... per label	\$ _____	\$ _____

II. ADDITIONAL OPERATIONS:

- a. Mounting/Die-Cutting per roll\$ _____
- b. Pack 4 poly tubing bags (20 rolls).....per shipping container.....\$ _____

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 shown 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 Solicitation 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 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.

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 initialing/signing where indicated.

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

Bidder _____
(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)

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

THIS SECTION FOR GPO USE ONLY

Certified by: _____ Date: _____
Initials

Contracting Officer: _____ Date: _____
Initials