PROGRAM	: 25-S											
	: Document Conversion and Duplicating Program for Court Tr	anscripts										
	Department of Health and Human Services											
	Centers for Medicare and Medicaid Services (CMS)											
TERM	November 1, 2021 and ending October 31, 2022											
	BASIS O		Court Record & Data Mngt. Wilmington, DE		JE Marketing Group LLC Phoenix, AZ		Omni Pro, Inc. Montclair, CA			CURRENT CONTRACTOR  Data Management Internationale		
												ale'
ITEM NO.	DESCRIPTION	AWARD	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST		UNIT RATE	COST	
I.	SCANING/CONVERSION/DUPLICATING, BLOWBACKS,											
•	PACKING, AND DISTRIBUTION:											
la	Duplicating in black, face onlyper 100 pages	457	3.44	1,572.08	3.00	1,371.00	5.00	2,285.00	712 92	Due to chan	ges in specification	ne
	Blowbacks in black, face onlyper 100 pages	39		329.16	3.00	117.00	4.00	156.00			ces will not be sho	
	Scanning/Converting document to PDF file	- 00	0.44	020.10	0.00	117.00	4.00	700.00	- (170.10)	p.csuo piic		
(0	formantper 100 pages	1,086	7.00	7,602.00	9.00	9,774.00	6.00	6,516.00	(1,086.00)			
(d	Bates numberingper 100 pages	938		469.00	2.00	1,876.00	2.00	1,876.00	1,407.00			
	Save PDF files on CD with title label inserted into a		3.00			.,		.,				
	tear-resistant, windowed sleeve with flapper CD	99	4.00	396.00	N/C	_	10.00	990.00	594.00			
(f	Save PDF files on thumb drive with title labels,								-			
,	inserted into a protective padded envelope								-			
	per thumb drive	220	9.00	1,980.00	30.00	6,600.00	20.00	4,400.00	2,420.00			
II.	BINDING:							·	-			
	Binding with Acco-type fasteners (including cost								-			
	of fasteners, cover sets, and inserting any								-			
	furnished certification page)per volume	425	2.50	1,062.50	7.00	2,975.00	1.00	425.00	(637.50)			
III.	PREMIUM PAYMENTS								-			
	Percentage Increase								-			
									-			
	CONTRACTOR'S SUBTOTAL			13,410.74		22,713.00		16,648.00	3,237.26			
	ACCELERATED SCHEDULE	25%		3,352.69		5,678.25		4,162.00	809.31			
	PERCENTAGE INCREASE		20%	670.54	5%	283.91	5%	208.10	(462.44)			
	CONTRACTOR'S TOTAL PLUS PERCENTAGE INCREASE			17,433.97		28,675.16	;	21,018.10	3,584.13			
	DISCOUNT		2%	348.68					(348.68)			
	DISCOUNTED TOTALS		20 days					21,018.10	3,932.81			
				AWARDED								

## U.S. GOVERNMENT PUBLISHING OFFICE

# Washington, DC

# GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

# Document Conversion and Duplicating Program for Court Transcripts

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

Department of Health and Human Services Centers for Medicare and Medicaid Services (CMS)

# Single Award

**TERM OF CONTRACT:** The term of this contract is for the period beginning the November 1, 2021, and ending October 31, 2022, plus up to four (4) optional 12-month extension periods that may be added by 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 September 27, 2021 at the Government Publishing Office, Washington, DC. (Due to the COVD-19 pandemic, this will NOT be a public bid opening.)

**BID SUBMISSION:** Due to the COVID-19 pandemic, the physical office, Washington, DC, will NOT be open to the public. Based on this, bidders must submit email bids for this solicitation to: <a href="mailto:bidsapsdc@gpo.gov">bidsapsdc@gpo.gov</a>. No other method of bid submission will be accepted at this time. The program number and bid opening date must be specified in the subject line of the emailed bid submission.

Bids received after 11:00 a.m. on the bid opening date specified above will not be considered for award.

**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 Baltimore, MD.

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.

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

For information of a technical nature, contact Cecilia Dominguez Castro on (202) 512-0307 or at <a href="mailto:cdominguezcastro@gpo.gov">cdominguezcastro@gpo.gov</a>.

## **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 Pub. 310.1, effective May 1979 (Rev. 09-19)).

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

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

**FADGI LEVELS FOR SCANNING:** Three Star (300 dpi, 8 or 16 bit).

All scanning must be in accordance with the Federal Agencies Digitization Guidelines Initiative (FADGI): <u>FADGI</u> September 2016 Technical Guidelines for Digitizing Cultural Heritage Materials, Creation of Raster Image Files. Bound Volumes: General Collection Standard.

**DUPLICATING:** For the purposes of this contract, duplicating shall be defined as the reproduction of furnished material by means of equipment employing the lithographic process and/or copier-duplicating machines, employing electrostatic, thermal, or other duplicating processes.

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

Product Quality Levels:

- (a) Printing (page related) Attributes Level V.
- (b) Finishing (item related) Attributes Level V.

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:

Attribute Specified Standard

P-7. Type Quality and Uniformity Furnished Copy/Electronic Media

P-8. Halftone Match (Single and Double Impression) Furnished Copy/Electronic Media

**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 added under this clause. Further extension may be negotiated under the "EXTENSION OF CONTRACT TERM" clause. See also "ECONOMIC PRICE ADJUSTMENT" for authorized pricing adjustments(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 November 1, 2021 to October 31, 2022, 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 July 31, 2021, 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.

**DATA RIGHTS:** All data and materials furnished and/or used in the performance of this contract shall be the sole property of the Government. The contractor agrees not to assert rights or to establish any claim to such data/materials in whole or in part in any manner or form, or to authorize others to do so, without prior written consent of the Contracting Officer.

**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:** Unless waived by the Contracting Officer, the total requirements of the job as indicated in these specifications will be reviewed by Government representatives with the contractor's representatives at the U.S. Government Publishing Office, Washington, DC, immediately after award. At Government's option, this may be held via teleconference.

NOTE: Person(s) that the contractor deems necessary for the successful implementation of the contract must be in attendance.

Option years: For each option year that may be exercised, the Government's representatives may request a meeting with the contractor's representatives to be held at the contractor's facility to discuss the requirements of that contract year's jobs.

**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 November 1, 2021 through October 31, 2022 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 the period specified herein. Delivery of items or performance of work shall be made only as authorized by orders issued under 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 above 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 because 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 delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for 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 under the "ORDERING" clause of this contract.

**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 before 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.

**PAYMENT:** Submit 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 receiving payment. 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: <a href="https://www.gpo.gov/how-to-work-with-us/vendors/how-to-get-paid">https://www.gpo.gov/how-to-work-with-us/vendors/how-to-get-paid</a>.

All contractor billing invoices must be itemized under the line items in the "SCHEDULE OF PRICES."

## **SECTION 2. – SPECIFICATIONS**

**SCOPE:** These specifications cover document conversion services, short-run, fast-turnaround duplicating requiring such operations as document preparation, scanning, conversion, duplicating, binding, packing, and distribution.

TITLE: Document Conversion and Duplicating Program for Court Transcripts.

**FREQUENCY OF ORDERS:** Approximately 1 to 15 orders per month. No more than two orders will be placed per day.

**QUANTITY:** Approximately 3 to 15 copies per order.

**NUMBER OF PAGES:** Approximately 40 to 7,000 pages per order; an occasional order may exceed 7,000 pages.

#### TRIM SIZES:

Text: 8-1/2 x 11".

Cover: 9 x 12" (including album style).

**GOVERNMENT TO FURNISH:** Furnished copy consisting of line art (text and solids) and photoprints (maximum size 11 x 22") to be reproduced at various focuses or same size (90% will be reproduced same size. Screening of photoprints is not required).

Preprinted top certification text pages (most orders).

Materials may be furnished loose, in tab dividers, ledger, folders, and/or bound, with fastener; cover, text, or card stock in various sizes, kinds, and colors.

Documents may be furnished as electronic PDF files (via email, thumb drive, or BOX File Sharing).

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 or on the camera 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(s) in accordance with these specifications.

The contractor must be able to accept files electronically via email and/or BOX. Appropriate log-in details and instructions for file sharing will be provided after award.

**LIABILITY OF GOVERNMENT OWNED PROPERTY:** Contractor will be responsible for Government property whether in the performance of the contract or in transit during pickup and/or return of such furnished property to the Government in accordance with GPO Contract Terms, Contract Clause, No. 9.

**DOCUMENT PREPARATION:** The contractor shall provide document preparation services to include, but not limited to, pre- and post-document handling services and document reconstruction services.

The contractor will be required to inspect all documents to determine their suitability for scanning, conversion, and/or duplicating.

Furnished source materials will require low to moderate deconstruction before being inserted into the automatic document feeder for processing, and may be furnished loose, in tab dividers, ledger, folders, and/or bound, with fastener; cover, text, or card stock in various sizes, kinds, and colors.

Contractor will be required to separate each page before processing.

Contractor must exercise reasonable care to ensure that the integrity of the material is preserved. Where materials are stapled, or otherwise fastened or bound, care must be used in taking the materials apart to ensure that part of the document is not obliterated or that the authenticity of the document becomes questionable.

Contractor may remove binding before scanning.

AFTER THE SCANNING AND CONVERSION PROCESS, THE CONTRACTOR IS REQUIRED TO RE-ASSEMBLE/RE-FASTEN FURNISHED DOCUMENTS IN THEIR SAME ORDER (UNLESS OTHERWISE SPECIFIED) AND RE-PACK THE ORIGINALS IN THE ORIGINAL CONTAINERS IN THE ORIGINAL ORDER.

**Batch Processing:** When batches or groups of documents are submitted for conversion as a single job, the contractor shall maintain the integrity of the batch, processing all documents contained in the batch as a group.

**Commingling Work:** When multiple batches or groups of documents are submitted to the contractor, each batch or group of documents are to be maintained separate from any/all others; jobs shall not be commingled unless instructed to do so, in writing, by an authorized Government representative.

All scanned data must be retained in electronic form for 180 calendar days after the order is completed, and must be made available for future agency orders. Contractor must delete/scrub all data, electronic copies, etc. from their systems after 180 calendar days of completion.

**SCANNER IMAGING PERFORMANCE AND MONITORING:** Scanner performance and consistency during production shall be evaluated daily prior to scanning by the contractor with the DICE Device Level Target (available as the Golden Thread target from Image Science Associates). Contractor is responsible for obtaining targets and evaluation software.

If scanner performance drops below the required minimum FADGI level specified, the contractor shall stop all scanning and address the deficiency. Failure by the contractor to address the deficiency may require the contractor to re-scan documents at no expense to the Government. No extra time can be allowed for this re-scanning; such operations must be accomplished within the original production schedule allotted in the specifications.

Contractor shall capture a digital image of the DICE Device Level Target for each scanner being used at the start of each day's production and provide the file(s) to the agency to the email address indicated on print order. Additionally, if any changes are made to the scanner(s) (e.g., maintenance, calibration, and/or repair), the contractor shall capture digital images of the targets prior to scanning and provide them to the agency. In the event of an issue identified by the ordering agency, the ordering agency will provide the files to the GPO for evaluation.

**SCANNING AND CONVERSION:** When requested, the contractor shall scan all documents in black only (bitmap). Furnished documents to be scanned may include text, line matter, and photos.

Contractor will be responsible for image clean-up such as despeckling, and cropping. Contractor to straighten image(s) that are furnished skewed. Blank pages must not scan.

All documents to be scanned at 300 dpi.

*File Formats:* The contractor shall scan printed materials and convert to electronic PDF files in such a manner as to create true image file of the source document. Each document shall be created as a PDF using the most current version of Adobe Acrobat that is 100% compatible to the Adobe Reader® and Adobe Reader Extension® applications.

**Tagging:** The tagging format required on the digital copy will be indicated on the print order.

**Bates Numbering:** When ordered, the contractor is to number the documents prior to scanning, converting, and/or duplicating, using a Bates numbering machine, number stickers, or through electronic means. No missing number or number skips are allowed, unless otherwise specified.

Numbering to be located at the bottom center of each page.

Contractor must return final documents as a single PDF, per file, saved on a CD and/or thumb drive as indicated on the print order.

CDs and/or thumb drives must be clearly labeled with the title of the document, using a suitable size label for legibility.

The number of copies for CDs and/or thumb drives will be indicated on the print order.

**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. 13" dated September 2019.

Government Paper Specification Standards No. 13 – <a href="https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/vol 13.pdf">https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/vol 13.pdf</a>.

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

#### Text:

At contractor's option:

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

White Writing, basis weight: 20 lbs. per 500 sheets, 17 x 22", equal to JCP Code D10.

White Plain Copier, Xerographic (Archival Quality), basis weight: 20 lbs. per 500 sheets, 17 x 22", equal to JCP Code O-60.

#### Cover:

Pressboard, Red or Brown (similar to Smead Item #81252 or #81752), thickness: 20 pt., 9 x 11-1/2".

For products binding on the left (11") side, covers must have a cloth/canvas/fabric with reinforced hinge on the 11-1/2" side. Hinge to contain two drilled holes, 5/16" diameter, 4-1/4" center to center, similar to Smead Brand stock No. R129 Report Covers.

For products binding on the top (8-1/2") edge, covers must have a cloth/canvas/fabric with reinforced hinge on the 9" side. Hinge to contain two drilled holes, 5/16" diameter, 2-3/4" center to center similar to Oxford Pressboard #7114 Report Covers.

**DUPLICATING:** When requested, contractor to furnish blowback copies of the 'saved' files. Copies are to be face only in black. The number of copies will be indicated on the print order.

**MARGINS:** Maintain margins as indicated on the print order, or furnished copy. Maintain sufficient left margin or top margin (as applicable) to prevent drill-through of text matter.

**BINDING:** Bind as indicted on the print order.

Trim four sides.

Gather reproduced pages and furnished top certification text pages (first page in each set) in sequence specified, attach front and back cover leaves and bind with Acco prong-type (or similar) fasteners with compressors. The hidden hinge pressboard covers may be ordered to be placed either on the top (8-1/2") edge or on the left (11") side of the product as requested.

NOTE: It is anticipated that approximately 50% of the orders will require the binding on the top (8-1/2") edge.

Products may be ordered bound in separate volumes (maximum 650 leaves per volume).

For products binding on the left (11") side: Drill two holes 5/16" in diameter, centered on the left side, 4-1/4" center to center. Center of holes to be 3/8" from left edge of product.

For products binding on the top (8-1/2") edge: Drill two holes 5/16" in diameter, centered on the top edge, 2-3/4" center to center. Center of holes to be 3/8" from top edge of product.

Fasteners must be placed through the holes in the covers to create a hidden hinge (fastener must not show on the outside of the covers when covers are in the closed position).

**PACKING:** Duplicated products are to be packed suitable in shipping envelope or container not to exceed 45 pounds when fully packed, or as specified on the print order.

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 nor split when processing and handling during shipping.

Re-pack furnished materials in the original boxes in the original order or manner as received. After the scanning and conversion process, the contractor is required to re-assemble/re-fasten furnished documents in their same order (unless otherwise specified) and re-pack the originals in the original containers in the original order.

CDs are to be inserted into a tear-resistance, windowed CD sleeve with flap. Title of the document must show through the window of the sleeve.

Thumb drives are to be inserted into a protective, padded envelope. Title of the document must be placed on the thumb drive and the envelope.

**LABELING AND MARKING:** Contractor to download the "Labeling and Marking Specifications" form (GPO Form 905, Rev. 7-15) from <a href="https://www.gpo.gov">www.gpo.gov</a>, fill in appropriate blanks, and attach to shipping container(s). Label must clearly show GPO program number, jacket number, and print order number.

If a complete set constitutes more than one box, each box of the set must be labeled as such: 1 of 4, 2 of 4 etc.

CDs and/or thumb drives must be clearly labeled with the title of the document, using a suitable size label for legibility.

QUALITY ASSURANCE RANDOM COPIES: 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 sublot. The contractor will be required to certify that the copies were selected as directed using GPO Form 917 – Certificate of Selection of Random Copies which can be located on GPO.gov. 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. A copy of the print order must be included with the samples.

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 U.S. Postal Service approved Certificate of Mailing, identified by GPO program, jacket, and print order numbers must be furnished with billing as evidence of mailing.

**DISTRIBUTION:** Ship f.o.b. contractor's city reimbursable to multiple destinations nationwide.

Complete addresses and quantities will be furnished with the print orders. Inside delivery to room number specified is required.

Contractor will be reimbursed for all shipping costs by submitting the shipping receipts with billing invoice for payment.

Upon completion of each order, the contractor must notify the ordering agency (on the same day the order ships) via email to the address indicated on the print order. The subject line of the email shall be "Distribution Notice for Program 25-S, Print Order XXXXX, Jacket Number XXX-XXX." The notice must provide all applicable tracking numbers, shipping method, and title of the product. Contractor must be able to provide copies of all shipping receipts upon agency request.

Upon completion of each order, all furnished materials must be packed separately and must be returned to: HHS Centers for Medicare and Medicaid Services (CMS) (formerly HCFA-OICS), CMS Warehouse, 7500 Security Boulevard, Baltimore, MD 21244. Contact CMS Printing Specialist, Keith Williams at (249) 460-5009, or (410) 786-7855 or CMS Warehouse, Peter Thompson (410) 786-2951.

All expenses incidental to picking up and returning 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 individual print order (GPO Form 2511).

Furnished material(s) must be picked up from HHS Centers for Medicare and Medicaid Services (CMS) (formerly HCFA-OICS), CMS Warehouse, 7500 Security Boulevard, Baltimore, MD 21244. Contact CMS Printing Specialist, Keith Williams at (249) 460-5009 or (410) 786-7855; or CMS Warehouse, Peter Thompson (410) 786-2951.

NOTE: When picking up/delivering materials, pickup/delivery must be made by 3:30 p.m. (local time) Monday through Friday, excluding Government holidays.

Print order will be emailed to the contractor. Electronic files will be transferred to the contractor via email, thumb drive, or BOX File Sharing.

No definite schedule for pickup of material can be predetermined. However, contractors should be prepared to accept orders immediately after award.

When contractor is notified before 12:00 noon, the workday of notification will be the first workday of the schedule.

When contractor is notified after 12:00 noon, the workday after notification will be the first workday of the schedule.

**Regular Schedule:** Contractor must complete production and distribution within 4 or 5 workdays, as specified on the print order.

Accelerated Schedule: Approximate 25% of the orders will require complete production and distribution within 2 or 3 workdays, as specified on the print order, regardless of the number of pages ordered. When an accelerated schedule is required, it will be indicated on the print order.

The ship/delivery date indicated on the print order is the date products ordered for shipping f.o.b. contractor's city must be picked up by small package carrier.

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/mailing. Upon completion of each order, contractor must contact the Shared Support Services Compliance Section via email at <a href="mailto:compliance@gpo.gov">compliance@gpo.gov</a>, or via telephone at (202) 512-0520. Personnel receiving email or call 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.

**PREMIUM PAYMENTS:** Orders requiring the accelerated schedule will be paid for at the premium rate under the contractor's offered percentage in the "SCHEDULE OF PRICES."

All other orders will be placed with the regular schedule and paid for at the basic prices offered.

Percentages offered for premium-priced work are additional to the basic prices offered for units of work. Premium payments, when authorized, will apply to all items in the "SCHEDULE OF PRICES."

Failure of the contractor to deliver work at the time specified will result in disallowance of premium payments that were anticipated and the contractor will not list such items on its invoice.

It is estimated that 25% of all orders placed on this contract will require an accelerated schedule. Premium payments for an accelerated schedule will be evaluated for award. Evaluation will be affected by applying the percentage increase, offered for the accelerated schedule in the "SCHEDULE OF PRICES," (Item III.), to 25% of the prices offered for all items.

The determination of award estimate specified below is based on historical data. However, due to the current global pandemic, the contractor is put on notice that the estimated amount of work anticipated on this contract may be significantly impacted during this period.

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

I.	(a)	457
1.	(u)	157

- (b) 39
- (c) 1,086
- (d) 938
- (e) 99
- (f) 220
- II. 425

(Initials)

## **SECTION 4. - SCHEDULE OF PRICES**

Bids offered are f.o.b. contractor's city.

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.

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

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

I.	SCANNING/CONVERSION, DUPLICATING, BLOWBACKS, PACKING, AND DISTRIBUTION: Prices offered shall include the cost of all required materials and operations (except binding) necessary for the scanning/conversion, duplicating, packing, and distribution of the products listed in accordance with these specifications.
	(a) Duplicating in black, face onlyper 100 pages\$
	(b) Blowbacks in black, face onlyper 100 pages\$
	(c) Scanning/Converting document to PDF file formatper100 pages\$
	(d) Bates numberingper 100 pages\$
	(e) Save PDF files on CD with title label, inserted into a tear-resistant, windowed sleeve with flapper CD\$
	(f) Save PDF files on thumb drive with title labels, inserted into a protective padded envelopeper thumb drive\$
II.	BINDING:
	Binding with Acco-type fasteners (including cost of fasteners, cover sets, and inserting any furnished certification page)

Ш		<b>REMIUM PAYMENTS:</b> Premium payments, when authorized, will apply to all items. The percent crease will be added to all orders which require the "Accelerated Schedule."	ntage
	Per	rcentage increase	_%
Му	/ pro	oduction facility(ies) is located within the assumed area of productionyes	_no
		CE: Bidders OUTSIDE the assumed production area specified on page one of these specifications shate the following information.	hould
1.	Pro	oposed 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 the contractor's plant	
2.	Pro	oposed 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) Date: \_\_\_\_ Contracting Officer: \_\_\_\_ Date: \_\_\_\_

Certified by: