

Program No. 2214-S Term: Date of Award To 10/31/2021				
TITLE: Appellate Services for Document Preparation and Printing				
RECORD PRESS, INC.				
NEW YORK				
			BASIS OF	
ITEM NO.	DESCRIPTION:	AWARD	UNIT RATE	COST
I.	COMPOSITION:			
a)	Typesetting type matter...per complete cover	118	\$ 15.00	\$ 1,770.00
b)	Author's Alterations...per complete cover	20	\$ 10.00	\$ 200.00
II.	PRINTING & BINDING:			
a)	Cover White (JCP L20): Printing in black...per complete cover			
1.	MR/Setup...per complete cover	41	\$ 3.00	\$ 123.00
2.	Running...per copy	232	\$ 1.30	\$ 301.60
b)	b) Cover Color (JCP L20): Printing in black...per complete cover			
1.	MR/Setup...per complete cover	77	\$ 3.00	\$ 231.00
2.	Running...per copy	780	\$ 1.30	\$ 1,014.00
c)	Text Pages (JCP A60): Print face or face and back in black...per printed text page	73898	\$ 0.15	\$ 11,084.70
d)	Text Pages (JCP A60): Print face or face and back in color...per printed text page	13223	\$ 0.20	\$ 2,644.60
e)	Text Pages (JCP A80): Print face or face and back in black...per printed text page	92065	\$ 0.17	\$ 15,651.05
f)	Text Pages (JCP A80): Print face or face and back in color...per printed text page	2430	\$ 0.20	\$ 486.00
g)	Separator Sheet (JCP D10): Print face only in black, or blank and inserted into perfect-bound document...per separator	45	\$ 2.25	\$ 101.25
h)	Perfect-bound document, collated and bound...per document	1153	\$ 5.00	\$ 5,765.00
i)	Collating and stitching documents...per set	18	\$ 3.00	\$ 54.00
III.	ADDITIONAL OPERATIONS:			
a)	Insert furnished CDs/DVDs into plastic sleeves...per insert	36	\$ 3.00	\$ 108.00
b)	Creating searchable Adobe PDF files...per page	16756	\$ 0.15	\$ 2,513.40
IV.	PACKING AND DISTRIBUTION:			
a)	Bulk: Pack/seal...per container	194	\$ 35.00	\$ 6,790.00
b)	Individual mailing...per envelope	22	\$ 15.00	\$ 330.00
V.	PREMIUM PAYMENTS:			
	Percentage Increase.....%	4%		
CONTRACTOR SUBTOTAL (not incl. premium payments)				\$ 49,167.60
PREMIUM PAYMENT (4% of total order amount for evaluation of overtime period)		4%		\$ 1,966.70
PREMIUM PAYMENT (bidder's percentage increase applied to 4% of total order amount for overtime schedule)			5%	\$ 98.34
SUBTOTAL PLUS Premium Payment				\$ 49,265.94
DISCOUNT - 25 Days		2.5%		\$ 1,231.65
DISCOUNTED TOTALS				\$ 48,034.29
				AWARDED

U.S. GOVERNMENT PUBLISHING OFFICE
Philadelphia Regional Office

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of
APPELLATE SERVICES FOR DOCUMENT PREPARATION AND PRINTING
as requisitioned from the U.S. Government Publishing Office (GPO) by the

United States Department of Justice
The U.S. Attorney's Office
Eastern District of New York (USAO-EDNY)
(Civil and Criminal Divisions)

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning Date of Award and ending October 31, 2021, 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 November 19, 2020. (Due to the COVID-19 pandemic, this will NOT be a public bid opening.)

BID SUBMISSION: Due to the COVID-19 pandemic, the physical office will NOT be open to the public. Based on this, bidders MUST submit email bids to bidsphiladelphia@gpo.gov for this solicitation. 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. prevailing Eastern Daylight Time on the bid opening date specified above will not be considered for award.

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 Eastern Daylight Time 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.

RESTRICTION ON LOCATION OF PRODUCTION FACILITIES: All production facilities used in the manufacture of the product(s) ordered under this contract must be located within a 5-mile radius of 40 Foley Square, New York, NY, 10007.

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

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

For information of a technical nature, contact 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. 01-18)) and GPO Contract Terms, Quality Assurance through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (Rev. 09-19)).

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>.

GPO IMPRINT REQUIREMENT: The GPO imprint requirement, GPO Contract Terms, Supplemental Specifications, No. 9, is waived.

WARRANTY: Contract Clause 15, "Warranty", of GPO Contract Terms (Publication 310.2, effective December 1, 1987 (Rev. 01-18)) 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.

SUBCONTRACTING: Subcontracting will not be permitted.

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

Product Quality Levels:

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

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. Proof/Electronic Media

Prior to award, contractor may be required to provide information related to specific equipment that will be used for production.

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 October 31, 2021, 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 July 31, 2020, 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. If the Government exercises an option, the extended contract shall be considered to include this economic price adjustment clause.

If the Government exercises an option, the extended contract shall be considered to include this economic price adjustment clause.

SECURITY WARNING: It is the contractor’s responsibility to properly safeguard personally identifiable information (PII) from loss, theft, or inadvertent disclosure and to immediately notify the Government of any loss of personally identifiable information. PII is “information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.” (Ref.: OMB Memorandum 07-16.) Other specific examples of PII include, but are not limited to:

- Personal identification number, such as passport number, driver’s license number, taxpayer identification number, or financial account or credit card number;
- Address information, such as street address or personal email address; and,
- Personal characteristics, including photographic image (especially of face or other distinguishing characteristic), fingerprints, handwriting, or other biometric image or template data (e.g., retina scans, voice signature, facial geometry).

SECURITY CONTROL PLAN: The contractor being considered for award shall be required to submit their proposal for the safeguarding and handling of the Government furnished material via email within two (2) workdays after the review and confirm process for the ordering agency’s review for acceptance.

The contractor shall operate and maintain an effective security system whereby materials used to perform the contract are manufactured and/or stored (e.g., while awaiting distribution or disposal) so as to ensure against theft and/or the unauthorized possession of the materials. Contractor is cautioned that Government provided information shall not be used for non-government business. Specifically, Government information shall not be used for the benefit of a third party.

The Government retains the right to conduct on-site security reviews at any time during this contract.

1. The plan shall contain at a minimum how Government files (data) will be secured to prevent disclosure to a third party prior to, during, 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; and,
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).

These proposed plans are 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 these plans.

Option Years: For each option year that may be exercised, the contractor will be required to re-submit, in writing, the above plans detailing any changes and/or revisions that may have occurred. The contractor should be prepared to submit these plans to GPO within two (2) workdays of the option year being exercised.

If there are no changes/revisions, the contractor will be required to submit to the Contracting Officer a statement confirming that the current plans are still in effect.

PREAWARD SURVEY: In order to determine the responsibility of the contractor, the Government reserves the right to conduct an on-site preaward survey at the contractor'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.

POST-AWARD 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, Philadelphia Regional Office, Southampton, Pennsylvania – immediately after award. (At the option of the Government, the post-award conference may be conducted via teleconference.) Person(s) that the contractor deems necessary for the successful implementation of the contract must be in attendance.

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 October 31, 2021, 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(s) 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(s), 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(s) within the time specified in the order, and the rights and obligations of the contractor(s) 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(s) 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:

<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 is expected to submit invoices within 30 calendar days of completion for each print order.

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

SECTION 2. – SPECIFICATIONS

SCOPE: These specifications cover the production of perfect-bound legal materials, requiring such operations as pickup, electronic prepress, composition, proofs, printing, binding, inserting CD/DVD's, packing, mailing and distribution.

TITLE: Appellate Services for Document Preparation and Printing.

FREQUENCY OF ORDERS: Approximately 80 to 120 orders per year.

QUANTITY: Approximately six (6) to 16 copies per order.

NUMBER OF PAGES: Approximately 20 to 800 pages per order.

TRIM SIZE: 8-1/2 X 11”

GOVERNMENT TO FURNISH:

Electronic media will be furnished as follows-

Platform: Microsoft Windows 10 Enterprise Operating System.

Storage Media: Email and file-sharing via secure contractor link. Files will be furnished in native application and/or PDF format via email and contractor's secure file sharing software service for electronic transmission and receiving.

Software: Microsoft Word and Outlook Office 2016, Adobe Acrobat Pro DC.

All platform system and software upgrades (for specified applications) which may occur during the term of the contract, must be supported by the contractor.

Fonts: All printer and screen fonts will be furnished/embedded, as applicable.

The contractor is cautioned that furnished fonts are the property of the Government and/or its originator. All furnished fonts are to be eliminated from the contractor's archive immediately after completion of the contract.

Additional Information:

On occasion, the ordering agency will furnish CD-ROMs, or DVDs to be inserted into plastic sleeves.

Identification markings such as register marks, commercial identification marks of any kind, etc., 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.

Contractor must have secure file-sharing capability to receive and transfer files.

Contractor must have familiarity for court ready legal documents to produce court-ready electronic case files.

ELECTRONIC PREPRESS: Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required reproduction image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported to point of contact indicated per print order.

The contractor shall create or alter any necessary trapping, set proper screen angles and screen frequency, and define file output selection for the imaging device being utilized. Furnished files must be imaged as necessary to meet the assigned quality level.

When required by the Government, the contractor shall make minor revisions to the electronic files. It is anticipated that the Government will make all major revisions.

Prior to making revisions, the contractor shall copy the furnished files and make all changes to the copy.

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

NOTE: Included in prepress by the contractor is the electronic filing compliance review and the Adobe PDF proofs for the following: Contractor must prepare and review files, *prior* to production, to be in full compliance with the applicable rules for the United States Court of Appeals for the Second Circuit's requirements. This includes contractor review of files for electronic filing by the ordering agency. Requirements include, but not limited to, converting files to Adobe PDF format, making files text-searchable PDF's, line spacing, margins, pagination, file size limits, and proper file naming.

Upon completion, the ordering agency reviews and confirms electronic versions meet compliance to e-file per filing event. The ordering agency will e-file court documents.

COMPOSITION: The contractor will be required to set type for covers. For Cover 1, the contractor will set all in same or similar typefaces and sizes as indicated on the print order. The manuscript copy may be sent as a MS Word file and contractor to setup and convert to Adobe PDF file. On occasion, Cover 2, may require composition.

PROOFS: After composition of covers, contractor will provide Adobe PDF proof. 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 by phone or email as indicated per 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. 13" dated September 2019.

Government Paper Specification Standards No. 13 – https://www.gpo.gov/docs/default-source/forms-and-standardsfiles-for-vendors/vol_13.pdf.

All text paper used in each copy must be of a uniform shade. All cover paper must have the grain parallel to the spine.

Cover: White, Vellum-Finish Cover, basis weight: 65 lbs. per 500 sheets, 20 x 26", equal to JCP Code L20.

Cover: Color, usually, but not limited to, red, gray, green and blue, Vellum-Finish Cover, basis weight: 65 lbs. per 500 sheets, 20 x 26", equal to JCP Code L20.

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

Text: White Opacified Text, basis weight: 60 lbs. per 500 sheets, 25 x 38", equal to JCP Code A80.

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

PRINTING:

Covers: Print Cover 1 face only in black ink; covers 2, 3, and 4 are blank. On occasion, cover 2 may print.

Text Pages: Print face only and/or head to head in black or color. Color pages may be scattered throughout.

On occasion, a letter, with an attached document (less than 10 pages), will print face only in black. Approximately three (3) to five (5) copies as indicated on the print order.

Separator: Sheet prints face only in black or blank. When indicated on the print order, the printed/or blank blue separator sheet is inserted into the perfect-bound document.

MARGINS: Margins will be as indicated on the print order or furnished copy.

BINDING: Perfect-bind text and wraparound cover; trim three (3) sides. When required as indicated on the print order, the separator sheet will be inserted as part of the bound document.

Stitching: On occasion, a collated document with letter, is stitched in the upper left corner.

Inserting CD/DVD: When ordered, either digital media, require inserting into adhesive plastic sleeve, adhered to the inside back cover of the perfect-bound documents.

PACKING: Pack in shipping containers not to exceed 45 pounds when fully packed.

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.

DISTRIBUTION: Deliver f.o.b. destination to two addresses listed below as indicated per print order and f.o.b. destination to parties listed on print order.

Contractor to use their own messenger/vehicle for pickup and delivery of furnished materials and final product (as applicable).

NOTE: With the ordering agency's approval due to qualifying circumstances, (i.e. COVID-19), the contractor may deliver the agencies f.o.b. destination copies by Fed-Ex (or other traceable means). This means of delivery will *not* be reimbursable postage.

Bulk Deliveries-

Agency copies for Civil Division: U.S. Attorney's Office, Eastern District of New York, 271-A Cadman Plaza East, 7th Floor, Brooklyn, NY 11201.

Agency copies for Criminal Division: U.S. Attorney's Office, Eastern District of New York, 271-A Cadman Plaza East, Brooklyn, NY 11201.

Second Circuit's Court copies (filing documents): The contractor will deliver in-person, the designated number of copies to the court clerk. (Clerk's Office, United States Court of Appeals for the Second Circuit, Thurgood Marshall U.S. Courthouse, 40 Foley Square, New York, NY, 10007).

Depending on regular business hours, contractor may use the *night depository* located at the Centre Street entrance of the Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY near the Court Security desk.

Mailed Shipments- Mail f.o.b. contractor's city to address(es) as indicated on the print order to the listed parties and number of copies to be served. All mailing shall be made at the First Class rate (reimbursable postage).

Orders which result in mailings of less than 200 pieces or less than 50 lbs. will require the contractor to apply the appropriate postage to each mailing. Contractor will be reimbursed for postage by submitting a properly completed Postal Service form (or equivalent) with the voucher for billing.

Upon completion of each order, contractor must notify the ordering agency on the same day that the product delivers/mailed via email to the address furnished on the print order. The subject line of this message shall be "Distribution Notice for Program 2214-S, Jacket XXX-XXX, Print Order XXXXX." The notice must provide all applicable tracking numbers, delivery/ mailing method, and title. Contractor must be able to provide copies of all delivery/ mailing receipts upon agency request.

Upon completion of each order, all furnished material (if applicable) must be returned to the address and point of contact on the print order.

All expenses incidental to picking up and returning materials (if applicable), and submitting proofs (if applicable), 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).

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

No definite schedule for pickup of material or electronic files can be predetermined.

NOTE: Deliveries made after the time specified may affect the outcome of pending judicial decisions and may result in monetary loss to the Government and/or parties involved in litigation. In such cases, the Government will recover the actual damages suffered from the contractor.

Failure to meet scheduled times and dates may result in the Government immediately defaulting the contractor on the print order.

If delivery of a legal document is required by a specific time of the day, it will be specified when the order is placed, and indicated on the print order.

When applicable, furnished material must be picked up at the address indicated on the print order.

The schedule stipulated in this specification must be strictly adhered to by the contractor. Requests for grace days or any additional days in accordance with GPO Contract Terms, Contract Clause 12, "Notice of Compliance with Schedules," will not be granted.

Regular Schedule:

The following schedule begins the SAME workday as notification of the availability of print order and furnished material; the SAME workday after notification will be the first workday of the schedule.

Must complete production and distribution within SAME day to three (3) workdays of notification of availability of print order and furnished material, no later than 5:30 p.m. Monday through Friday, for the *ordering agency* bound copies.

Bound copies delivered to the *Second Circuit Court* are during regular business hours. Regular court hours are from 9:00 am to 5:00 pm.

No specific date is set for submission of proofs. Proofs must be submitted as soon as possible to allow for corrected proofs if contractor's errors are judged serious enough to require them.

Proofs will be withheld no more than three (3) hours from their receipt at the ordering agency to their receipt in contractor's plant. All proof and transit time is included in the workday schedule. (NOTE: The same workday after receipt of proofs to the ordering agency is day one (1) of the hold time.)

If Author Alterations are required, the Government will submit new electronic media, unless minor revisions, which will be done by the contractor.

If revised proofs are required, contractor will submit revised proofs within one (1) hour.

Revised proofs will be withheld no more than one (1) hour from their receipt at the ordering agency.

Contractor's facility must be reachable between the hours of 9:00 a.m. and 5:30 p.m., prevailing Eastern Time, for workdays.

Complete production and distribution for print orders within four (4) to 10 workdays of notification of availability of print order and furnished material, will not fall within the Overtime Schedule.

NOTE: The ship/deliver date indicated on the print order is the date copies ordered for delivery f.o.b. destination to the United States Court of Appeals for the Second Circuit must be filed/delivered. The clocked sheet with date and time, stamped in the court lobby will function as the delivery receipt from the contractor. If no copies are to be filed at United States Court of Appeals for the Second Circuit, then the ship/deliver date indicated on the print order for delivery f.o.b. destination to the ordering agency will be the delivery date and the fed-ex receipt or hand-signed delivery receipt will function as the delivery receipt from the contractor. Mailing f.o.b. contractor's city to designated parties is the same ship/deliver date material delivers to the USPS.

When required, contractor will make complete delivery of bound copies to the Second Circuit Court no later than the court designated workdays.

Overtime Schedule: Approximately 4% of the orders placed will require an overtime schedule.

For print orders sent to the contractor after 5:30 p.m. during the work week, the contractor will be notified in advance. The ordering agency will notify the contractor via email and phone, no later than 4:00 p.m. weekdays, that an order and furnished material will be sent after 5:30 p.m. Ordering agency regular work hours are 9:00 a.m. to 5:30 pm. Print orders sent to the contractor after 5:30 p.m. will constitute an overtime work schedule, when the ordering agency requires the contractor deliver the electronic filing compliant Adobe PDF file after regular hours, or deliver bound copies to the ordering agency and/or the Second Circuit court. The ordering agency must respond within one (1) hour of delivered PDF. Bound copies filed by the contractor outside of the Second Circuit's regular workday hours, will be considered within the overtime schedule. After regular hours, bound copies will be deposited in the Court's night box.

Contractors are to report information regarding each order for compliance reporting purposes and include date of delivery (or shipment if applicable) for proofs and delivery schedules in accordance with the contract requirements by contacting infophiladelphia@gpo.gov via e-mail or by calling (215) 364-6465. Personnel receiving the e-mail or call will be unable to respond to questions of a technical nature or 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 production on daily overtime periods (after 5:30 p.m.) in order to meet delivery requirements will be paid for at the premium rate in accordance with the contractor's offered percentage in the "SCHEDULE OF PRICES".

All other orders will be placed with the required 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.

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 his invoice.

It is estimated that 4% of the orders placed on this contract will require the overtime period. Premium payments will be evaluated for award. Evaluation will be effected by applying the percentage increase offered in the "Schedule of Prices" to 4% of the total prices offered for all items.

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

- I.
 - (a) 118
 - (b) 20

- II.
 - (a) (1) 41 (2) 232
 - (b) 77 780
 - (c) 73,898
 - (d) 13,223
 - (e) 92,065
 - (f) 2,430
 - (g) 45
 - (h) 1,153
 - (i) 18

- III.
 - (a) 36
 - (b) 16,756

- IV.
 - (a) 194
 - (b) 22

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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 non-responsive.

Prices must be submitted for the entire term of the contract and bids qualified for a lesser period will not be considered.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the DETERMINATION OF AWARD) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

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

Contractor’s billing invoice must be itemized in accordance with the line items in the “SCHEDULE OF PRICES.”

I. COMPOSITION:

- (a) Typesetting type matter..... per complete cover \$ _____
- (b) Author’s Alterations per complete cover \$ _____

II. PRINTING AND BINDING: Prices offered shall include the cost of all required materials and operations (including electronic prepress, PDF proofs, and paper) necessary for the printing and binding of the products listed in accordance with these specifications.

	<u>Makeready and/or Setup</u> (1)	<u>Running Per 1 Copy</u> (2)
(a) Cover (White JCP L20): Printing in black, including PDF proof per complete cover.....	\$ _____	\$ _____
(b) Cover (Color JCP L20): Printing in black, including PDF proof per complete cover.....	\$ _____	\$ _____
(c) Text pages (JCP A60): Print face or face and back in black, including PDF proof..... per printed text page.....		\$ _____
(d) Text pages (JCP A60): Print face or face and back in color, including PDF proof..... per printed page.....		\$ _____

(Initials)

Running Per
1 Copy

(e) Text pages (JCP A80): Print face or face and back in black, including
PDF proof per printed text page..... \$ _____

(f) Text pages (JCP A80): Print face or face and back in color, including
PDF proof per printed text page..... \$ _____

(g) Separator Sheet (JCP D10): Print face only in black,
or blank, and inserted into perfect-bound document, including
PDF proof.....per separator..... \$ _____

(h) Perfect-bound document, collated and bound.....per document..... \$ _____

(i) Collating and stitching documents.....per set..... \$ _____

III. ADDITIONAL OPERATIONS:

(a) Insert furnished CDs, DVDs into plastic sleeves per insert..... \$ _____

(b) Creating searchable Adobe PDF filesper page \$ _____

IV. PACKING AND DISTRIBUTION:

(a) Bulk: Pack/seal per container..... per container \$ _____

(b) Individual mailing..... per envelope \$ _____

V. PREMIUM PAYMENTS: Premium payments, when authorized, will apply to all items. Percentage increase will be added to all orders which require the "Overtime Schedule."

Percentage Increase %

(Initials)

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 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.

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: _____