

U.S. GOVERNMENT PRINTING OFFICE  
NEW YORK, NEW YORK

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of  
Xerographic Reproduction

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

U.S. Attorney's Office – Southern District of New York

Multiple Award

The term of this contract is for the period

beginning Date of Award November, 2004 and ending October 31, 2005,

**BID OPENING:** Bids shall be publicly opened at 2 p.m., prevailing New York time, on **November 2, 2004**

**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 50-mile radius of New York, NY 10007.

Any bidder intending to use production facilities outside these areas 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:** All bidders are cautioned to familiarize themselves with all provisions of these specifications before bidding.

SEE MANDATORY PROCUREMENT INTEGRITY REQUIREMENTS ATTACHED

For information of a technical nature call Ira Fishkin (212) 620-3321 (No collect calls).

**Warning: Proper control and handling must be maintained at all times to prevent any information or materials required to produce the product ordered under these specifications from falling into unauthorized hands. Unless otherwise indicated herein, all extra copies, materials, waste, etc., must be destroyed.**

**FAXED OR TELEGRAPHED BIDS ARE NOT ACCEPTABLE**

## 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 Pub. 310.2, effective December 1, 1987 (Rev. 9-88)) and GPO Contract Terms, Quality Assurance Through Attributes Program (GPO Pub. 310.1, effective May 1979 (revised November 1989)).

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

Product Quality Levels:

- (a) Printing Attributes -- Level IV.
- (b) Finishing 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	Camera copy

**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.

### DEFINITION OF RECOVERED MATERIALS IN PAPER PRODUCTS:

Waste Paper (when used in high grade bleached printing and writing papers) means any of the following "recovered materials":

(1) Postconsumer materials such as:

(a) Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end usage as a consumer item, including: Used corrugated boxes, old newspapers; old magazines; mixed waste paper; tabulating cards, and used cordage; and

(b) All paper, paperboard, and fibrous waste that enter and are collected from municipal solid waste; and

(2) Manufacturing, forest residues, and other wastes such as:

(a) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(b) Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(3) "Mill broke" is specifically excluded from the definition of waste paper. Mill broke means any paper waste generated in a paper mill prior to completion of the papermaking process.

**MAINTENANCE OF RECORDS ON RECOVERED MATERIALS IN PAPER PRODUCTS:** The contractor shall maintain manufacturer/mill accounting and record summaries on the fiber weight content used as feedstock, for purposes of Government audit, that will verify (i) the contractor's certification of the minimum waste paper, postconsumer recovered materials, or recovered materials (cotton/linen) content, as applicable, used in performance of the contract, (ii) that the paper and paper products are in compliance with the specification requirements, and (iii) the paper is manufactured in accordance with the Environmental Protection Agency (EPA) Guideline for Federal Procurement of Paper and Paper Products Containing Recovered Materials, 40 CFR Part 250, whether the products are manufactured by the contractor or another paper mill. The contractor, if not the manufacturer, shall obtain this information from the paper manufacturer. The contractor shall maintain, and make available to the Government, these documents for one year after the expiration of the contract. Nothing in this clause shall excuse the contractor from furnishing the specified paper.

**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.

**PREAWARD SURVEY:** In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct a preaward survey or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

**PAYMENT:** Submit all vouchers to: Comptroller, Stop FMCE, Office of Financial Management, U.S. Government Printing Office, Washington, DC 20401. When requested on the print order: Prior to submitting a voucher for payment the contractor is responsible for furnishing a copy of their detailed invoice to the Department of Justice, U.S. Attorney's Office, New York, NY

**Copies of all vouchers must be sent to the U.S. Government Printing Office, 201 Varick Street, Room 709, New York, NY 10014**

**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, 2005. 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" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

**QUANTITIES:** This contract is 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, and pursuant to the section entitled "DETERMINATION OF AWARD AND PLACEMENT OF WORK," the low contractor and each successive low 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, except when the shipping/delivery schedule cannot be met.

## SECTION 2.- SPECIFICATIONS

**SCOPE:** These specifications cover the production of xerographic reproduction of litigation documents requiring such operations as copy pick-up, numbering as required, copying, binding, packing, labeling, and delivery.

**TITLE:** Xerographic Reproduction.

**FREQUENCY OF ORDERS:** Approximately 512 orders per year.

**QUANTITY:** Estimated: 1 to 10 copies per order.

**NUMBER OF PAGES:** Estimated: 4 cartons per order; 1,500 originals per carton.

**TRIM SIZES:** Format "A" will include any trim size up to and including 8-1/2 x 11".

Format "B" will include any trim size over 8-1/2 x 11" up to and including 8-1/2 x 14".

Format "C" will include any trim size over 8-1/2 x 14" up to and including 11 x 17". Occasional orders will require copies over 11 x 17".

**GOVERNMENT TO FURNISH:** Discovery work, various sizes and types of material considered to be easy, moderately difficult, and difficult to handle.

Boxes of documents, documents may be in banded bundles consisting of any or all of the following: items stapled 1 upper left corner, single sheets, side stitched books, and looseleaf books. All sizes of "Post-it" notes, tissue copy, some will have tabs, loose receipts, bank checks, photostats, or medical files stored in folders with EKG strips to 7 feet long.

**CD-ROMs**

Personnel from the U.S. Attorney's Office may accompany orders to describe the requirements of each order.

Facsimile, Form 905 (R. 3/90) with labeling and marking specifications.

Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried on copy or film, 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.

**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. 10" dated July 1994.

White Recycled Plain Copier, Xerographic (qualified product), grammage 75 g/m<sup>2</sup> (basis weight: 20 lbs per 500 sheets, 17 x 22"), equal to JCP O-65. Hammermill Savings W.P. 50 D.P. (#19400-1) has been used successfully in the past.

**PRINTING:** Documents print face only or face and back in black. 70 percent will print one side with the balance printing 2 sides. An occasional order for LASER color copying will be required.

All reproduced copy must be legible. When the contractor is unable to produce a quality document due to poor furnished material, the contractor must identify the document with the following statement, in all capital letters, "BEST COPY AVAILABLE" in the margins to the document, not overprinted on copy on the document. Copies will not be acceptable if they contain background tone, strip- lines, or are not equal to the furnished copy.

Tab dividers usually but not always 1/5 cut, printed in black ink , printed on 1 side. 9 x 11".

Contractors will be required to work with CD-ROMs as follows

Copy CD from supplied CD-ROMs. Contractor to copy CDs exactly, do not combine supplied CDs on one CD. Exact copy required

Contractor will be required to make paper copies from supplied CD-ROMs

Contractor will also be required to copy hard copy to CD-ROMs in PDF format. All copy will be treated as black and white.

MARGINS: Center image or as ordered.

BINDING: Collate in the same sequence as furnished, bind each group of documents within a set, as required on the print order, such as with one wire stitch in the upper left corner, side stitch with 2 wire stitches, paper or rubber band, as ordered.

Drill 2 holes (3/8" in diameter) at top of sheets, or 3 holes (3/8" in diameter) at left side of sheets, or as ordered.

An occasional order will require Velo binding, drilling, front and back covers, and assembly.

Occasional orders will require numbering documents prior to copying using a Bate numbering machine, numbering stickers, or through electronic means, as required. No missing numbers or number skips unless authorized to meet schedule.

PACKING: REPACK ORIGINALS IN ORIGINAL CONTAINERS. Do not replace cartons without permission of the Department of Justice. Pack xerographic copies in shipping containers. Each shipping container must not exceed 45 pounds when fully packed.

Band in units indicated with a strip of heavy kraft paper or rubber band around the short dimension.

LABELING AND MARKING (Package and/or Container label): Maintain original markings on cartons, as submitted.

DISTRIBUTION: Deliver f.o.b. destination to all addresses within the ICC commercial zone of New York City (Approximately 50 mile radius) for example, U.S. attorney's Office, 1 Saint Andrews Plaza, New York 10007, 86 Chambers Street, NYC, White Plains Federal Courthouse, 300 Quarropas Street, White Plains, NY, Newark, NJ or to a private law firm. **INSIDE DELIVERY REQUIRED TO ROOM NUMBER SPECIFIED. All orders must be shipped via traceable means. The contractor must be able to produce a separate signed receipt for these materials at any time during the contract and for 2 years after the contract year.**

Orders which result in delivery outside the ICC commercial zone will require the contractor to apply the appropriate delivery charge. Contractor will be reimbursed for delivery charge by submitting a properly completed receipt with the voucher for billing.

Upon completion of each order, all furnished material must be returned to the address indicated on the Print Order.

All expenses incidental to returning materials, submitting proofs, and furnishing sample copies must be borne by the contractor.

SCHEDULE: No definite schedule can be established at this time. Contractor will be required to pickup copy and furnished material from various locations from the address listed under "DISTRIBUTION" OR within the ICC commercial zone of New York City, or to private law firms. The contractor must bear all costs incurred in the pick-up of furnished materials. Print Order will be provided by the Department. Normally 2 to 5 or more workdays production time, see below:

**Because of varying degrees of difficulty, the schedule requirements and the degree of difficulty will be determined jointly by the Department of Justice and the contractor based on the amount of work involved and the time that can be allowed. The schedule and the degree of difficulty must be agreed upon at acceptance of the Government Furnished Material, and must be indicated on the Print Order for payment.**

Difficult work: Discovery work requiring all glasswork and handwork. This is 50% of the work required on this program. This includes, but not limited to, boxes of seized records including, ledger books, checks, receipts, medical records, and small notes. See "GOVERNMENT TO FURNISH:". Various reductions of copy and reassembly of originals.

Medium difficulty: Various sizes, but not constantly changing sizes. Some group staples, but not able to just feed work.

Normal work: Groups of 8-1/2 x 11" or 8-1/2 x 14" sheets in folders, feedable, all copies in one reduction.

Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

(See GPO Contract Terms (Publication 310.2) (rev. 9-88), Section 12, Notice of Compliance with Schedules (Page 15).)

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.

**NOTE: One copy of contractor's billing must be sent to the U.S. Government Printing Office, New York Regional Procurement Office, 201 Varick Street, Room 709, 7th Floor, New York, NY 10014-4879, ATTN: Program Section.**

### SECTION 3.- DETERMINATION OF AWARD AND PLACEMENT OF WORK

The Government will make multiple awards under this solicitation since it is anticipated that one firm may not be able to meet all of the requirements.

In order to make multiple awards and to determine the sequence of bidders, the Government will apply the prices offered by each bidder in the "Schedule of Prices" to the following units of production which are the estimated requirements to produce 12 months 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 for a like period of time.

In placing work, the Government will first communicate with the low contractor to determine whether or not at that time one or more orders for specified quantities can be accepted for shipment within the time required by the Government. The Government will be obligated to place each order with the low contractor first, the next low contractor second, and so on until the order has been accepted. Placement of orders shall be made only with those contractors whose prices are determined to be fair and reasonable. The low contractor and each successive next low contractor shall be obligated to accept the order except when the shipping schedule cannot be met. Contractors refusing to accept orders with the requested ship date shall be required to provide the best date that can be met. When the contractor accepts, a formal print order will be issued.

Due to the urgency of the work, orders will be placed by telephone and the contractor must reply within 30 minutes whether or not the order can be accepted.

Any contractor's position in the sequence of awards may be jeopardized by consistently refusing work of one type and accepting work of another. When such an instance is found, the contractor involved will be notified and unless prompt adjustment in order acceptance is made to maintain the lowest cost to the Government, the contractor may be disqualified from further participation under this contract.

Notwithstanding any sequence of contractors established as a result of the Determination of Award, the Government reserves the right, without limitation, to establish a specific sequence of contractors for any or all print orders to be issued under this contract, by abstracting the contract prices of each contractor against actual print orders to be issued and adding any applicable costs to the Government for transportation of the finished product to all destinations. In the event a specific sequence is established, such sequence of contractors shall control the order in which the print order(s) is offered. The determination to establish a specific sequence or sequences shall not be cause for an adjustment in the contract price or any other term or condition of the contract.

Exception: Noncompliance with the shipping and/or delivery schedule, or any other term, condition, or specification of this contract will be cause, and the GPO reserves the right, to withhold further orders until the contractor is judged by the Government to have established adequate procedures to fulfill the requirements.

I.	1.	(a)(1)	1,550,000
		(2)	3,450,000
		(3)	4,100,000
		(4)	62,000
		(5)	150
		(6)	251
		(b)(1)	7
		(2)	1
		(3)	1
		(c)(1)	450
		(2)	1
		(3)	1
	2.	(a)(1)	5,000
		(2)	1
		(3)	1
		(4)	12
		(5)	121
		(b)(1)	1
		(2)	1
		(3)	1
		(c)(1)	31,000
		(2)	1
		(3)	1
II	(a)		450
	(b)		9,500
	(c)	(1)	104,000
		(2)	125,000
		(3)	200,000
III.	(a)		1
	(b)		500
	(c)		4,120
	(d)		4,120
	(e)		9,200
	(f)		1,000
	(g)		213

#### SECTION 4.- SCHEDULE OF PRICES

**SUBMISSION OF OFFERS AND EVALUATION:** The offer shall be based upon supplying paper that meets or exceeds the minimum percentage of waste paper as required by this solicitation. By submission of an offer, offerors are certifying that the paper to be supplied contains at least the minimum percentage specified. This certification concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001. The Government reserves the right to require proof of such certification prior to first delivery and thereafter as may be otherwise provided for under the provisions of the contract.

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) 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 vouchers 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.

**RECOVERED MATERIALS PROGRAM:** The Government Printing Office is promoting the use of recovered materials in its contracts to the maximum extent practicable, provided all specification requirements are met. Offerors are encouraged to supply paper and paper products that contain recovered materials even in the absence of a specific solicitation provision or contract clause requiring such materials.

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(Initials)

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

Format "A": Up to 8-1/2 x 11".

Format "B": Over 8-1/2 x 11", up to 8-1/2 x 14".

Format "C": Over 8-1/2 x 14", up to 11 x 17".

1. Black ink copying:

(a) FORMAT A: Per page, include paper:

(1) Normal work.....\$ \_\_\_\_\_

(2) Medium difficulty.....\$ \_\_\_\_\_

(3) Difficult work.....\$ \_\_\_\_\_

(4) 9 x 11" tab divider printed 1 side black ink 1/5 cut.....each.....\$ \_\_\_\_\_

(5) Over 11 x 17" to 25 x 38", mounted in 1/4" foamcore.....each.....\$ \_\_\_\_\_

(6) Over 11 x 17" to 25 x 38", printed on 20lb bond, no mounting each \$ \_\_\_\_\_  
(Price to include folding to 8-1/2 x 11" when required)

b) FORMAT B: Per page, include paper:

(1) Normal work.....\$ \_\_\_\_\_

(2) Medium difficulty.....\$ \_\_\_\_\_

(3) Difficult work.....\$ \_\_\_\_\_

(c) FORMAT C: Per page, include paper:

(1) Normal work.....\$ \_\_\_\_\_

(2) Medium difficulty.....\$ \_\_\_\_\_

(3) Difficult work.....\$ \_\_\_\_\_

2. LASER Color copying:

(a) FORMAT A: Per page, include paper:

- (1) Normal work.....\$ \_\_\_\_\_
- (2) Medium difficulty.....\$ \_\_\_\_\_
- (3) Difficult work.....\$ \_\_\_\_\_
- (4) Over 11 x 17" to 25 x 38", mounted in 1/4" foamcore.....each.....\$ \_\_\_\_\_
- (5) Over 11 x 17" to 25 x 38, just printed on 20lb bond ( Price to include folding to 8-1/2 x 11".....\$ \_\_\_\_\_

(b) FORMAT B: Per page, include paper:

- (1) Normal work.....\$ \_\_\_\_\_
- (2) Medium difficulty.....\$ \_\_\_\_\_
- (3) Difficult work.....\$ \_\_\_\_\_

(c) FORMAT C: Per page, include paper:

- (1) Normal work.....\$ \_\_\_\_\_
- (2) Medium difficulty.....\$ \_\_\_\_\_
- (3) Difficult work.....\$ \_\_\_\_\_

II. CD-ROMs

(a) COPY CDs TO CDs: Cost to include all costs related to copy CD to CD. Cost to include the cost of the CD, Jewel case, labeling of the CD and sealing the case. Per CD \$ \_\_\_\_\_

(b) COPY CD TO PAPER: Cost to include all cost related to copy CD to paper, including cost of paper. Per 8-1/2 x 11" unit \$ \_\_\_\_\_

(c) COPY HARD COPY TO A CD USING PDF FORMAT: Cost to include all cost relating to copy hard copy to CD-ROMs.  
(1) Normal work per 8-1/2 x 11 unit \$ \_\_\_\_\_  
(2) Medium Difficulty per 8-1/2 x 11" unit: \$ \_\_\_\_\_  
(3) Difficult work per 8-1/2 x 11" unit: \$ \_\_\_\_\_

III. ADDITIONAL OPERATIONS: The bids for each of the following operations must include the cost of all required materials and operations.

- (a) Banding with kraft paper bands.....per 100 bands.....\$ \_\_\_\_\_
- (b) Banding with rubber bands.....per 100 bands.....\$ \_\_\_\_\_
- (c) Bate numbering of documents.....per 100 numbers.....\$ \_\_\_\_\_
- (d) Numbering of documents using stickers.....per 100 numbers.....\$ \_\_\_\_\_
- (e) Numbering of documents using electronic format.....per 100 numbers.....\$ \_\_\_\_\_
- (f) Drilling (each run).....per 100 leaves.....\$ \_\_\_\_\_  
Four holes will be the maximum for any one run.
- (g) Velo binding.....per book.....\$ \_\_\_\_\_

\_\_\_\_\_  
(Initials)

The contractor is cautioned not to perform any operation(s) or produce any product(s) for which a price has not been offered under the contract. Further, the contractor is not to accept print orders which are outside the scope of the contract. If such orders are placed, contractor is to notify GPO New York immediately. Failure to do so may result in nonpayment.

BIDDERS NAME AND SIGNATURE: Fill out and return (3) copies of all pages in "Section 4.- Schedule of Prices", initial or sign each in the space provided and submit with GPO Form 910, "Bid". Do not enter bid prices on GPO Form 910. NOTE: The schedule of prices will prevail in instances where prices are inadvertently entered on GPO Form 910.

Bidder \_\_\_\_\_

\_\_\_\_\_  
(City - State)

By \_\_\_\_\_  
(Signature and title of person authorized to sign this bid)

\_\_\_\_\_  
(Person to be contacted) (Telephone Number)