

U.S. GOVERNMENT PRINTING OFFICE

PHILADELPHIA, PA.

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Appeals Briefs

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

U.S. Department of Justice

Single Award

The term of this contract is for the period

beginning Date of Award (November 1, 2011) and ending October 31, 2012
with an option for renewal from November 1, 2012 and ending October 31, 2013
with a second option for renewal from November 1, 2013 and ending October 31, 2014
with a third option for renewal from November 1, 2014 and ending October 31, 2015
and with a fourth option for renewal from November 1, 2015 and ending October 31, 2016

OPTION TO EXTEND THE CONTRACT TERM: The Government may extend the term of this contract by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises an option, the extended contract shall be considered to include this clause. The duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

Notwithstanding the above paragraph, at the request of the Government, the term of any contract resulting from this solicitation may be further extended for such period of time as may be mutually agreeable to the GPO and the contractor.

BID OPENING: Bids shall be publicly opened at **2:00 p.m.**, prevailing Philadelphia, PA time, on **October 19, 2011**

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 the borough of Manhattan, south of 59th Street to the Battery and East and West to the rivers.

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.

SBU orders:

This Product and service is designated as: SBU(Sensitive but Unclassified): The contractor shall take all necessary precautions to insure against loss of forms, negatives, or other reproducible at any time prior to delivery by him to a transportation agent or delivery to destination. 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.

NOTE: Prior to award, the contractor will be required to submit a written explanation as to how the contractor will safeguard the data provided by the agency. Explanation must be submitted via e mail (kcapie@gpo.gov) or fax to (215-364-6479)

For information of a technical nature call Karen Capie (215) 364-6465 , x. 12 (No collect calls).

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. 06-01)) and GPO Contract Terms, Quality Assurance Through Attributes Program (GPO Pub. 310.1, effective May 1979 (revised August 02)).

REGULATIONS GOVERNING PROCUREMENT

The U.S. Government Printing Office (GPO) is an office in the legislative branch of the United States Government. Accordingly, the Federal Acquisition Regulation is inapplicable to this, and all GPO procurements. However, the text of certain provisions of the Federal Acquisition Regulation as contained in the Code of Federal Regulations (CFR), are referenced in this solicitation. The offeror should note that only those provisions of the Federal Acquisition Regulation which are specifically incorporated by reference into this solicitation are applicable.

DISPUTES: GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008 clause found at www.gpo.gov/printforms/pdf/contractdisputes.pdf. This June 2008 clause also cancels and supersedes any other disputes language currently included in existing contractual actions.

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	Average type dimension in publication or camera copy

SUBCONTRACTING: Subcontracting will not be permitted

OPTION TO EXTEND THE CONTRACT TERM: The Government may extend the term of this contract by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises an option, the extended contract shall be considered to include this clause. The duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

Notwithstanding the above paragraph, at the request of the Government, the term of any contract resulting from this solicitation may be further extended for such period of time as may be mutually agreeable to the GPO and the contractor.

LIMITATION OF PERFORMANCE AND CONTRACTOR OBLIGATIONS

(a) Funds are available for performance of this contract for the first program period only. The amount of funds at award is not considered sufficient for performance required for any program year other than the first program year. When additional funds are available for the full requirements for the next succeeding program year, the Contracting Officer shall, not later than 30 calendar days before the expiration of the program year for which performance has been funded (unless a later day is agreed to), so notify the contractor in writing.

Notification that funds are not available shall effect cancellation of the contract.

b) The Government is not obligated to the contractor for any amount over requirements for which funds have been made available and as obligated by each print order.

(c) The contractor is not obligated to incur costs for the performance required for any program year after the first unless and until written notification is received from the Contracting Officer of an increase in availability of funds. If so notified, the contractor's obligation shall increase only to the extent contract performance is required for the additional program year for which funds have been made available.

(d) If this contract is terminated under the "Termination for Convenience of the Government" clause, "total contract price" in that clause means the amount available for performance of this contract, as provided for in this clause. The term "Work in Process" in that clause means the work under the program year requirements for which funds have been made available. If the contract is terminated for default, the Government's rights under this contract shall apply to the entire multiyear requirements.

(e) Notification to the contractor of an increase or decrease in the funds available for performance of the contract under another clause (e.g. the "Option" or "Changes" clause) shall not constitute the notification required by paragraph (a).

(f) This procedure shall apply for each successive program year.

ECONOMIC PRICE ADJUSTMENT: The prices set forth in this contract shall be adjusted in accordance with the provisions of this clause, provided that, in no event will prices be revised to exceed the maximum permissible under any law existing as of the date of the contract or as may be hereafter promulgated.

Price adjustment period: For the purpose of this clause, the program years shall comply with the Contract Term clause. There shall be no price adjustment for orders placed during the first program year of this contract.

Price adjustment: The prices shall be adjusted on the basis of the "Consumer Price Index For All Urban Consumers - Commodities Less Food, Seasonally Adjusted," published monthly in the CPI Detailed Report by the Department of Labor, Bureau of Labor Statistics, in the following manner:

(1) The contract price of orders placed during the adjusted period (excluding reimbursable postage or transportation costs) shall be adjusted by the percentage increase or decrease in the average, seasonally adjusted Consumer Price Index For All Urban Consumers - Commodities Less Food (seasonally adjusted) as follows: An index shall be calculated by averaging the 12 seasonally adjusted months ending 3 months prior to the expiration of the first period of the contract. This average is then compared with the average index for the 12-month period ending 3 months prior to the beginning of the contract, called the base index. The percentage increase or decrease by comparing these two indexes shall be applied to the contractor's invoices for orders placed during the price adjustment period.

- (2) The Government will notify the contractor in writing of the percentage increase or decrease to be applied to any invoices to be submitted for orders subject to price adjustment in accordance with this clause. Such percentage will be determined from the published index as set forth above. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs. Any applicable discounts will be calculated on the basis of the invoice price as adjusted.

ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS: A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual "Print Order" for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

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.

PRIOR TO AWARD: A meeting will be held at the U.S. Attorney's Office, prior to actual award, to go over the provisions of the contract and establish initial contact with the Agency.

The Government may require, prior to award, the production of a brief as submitted by the Department to check contractor conformance with schedule and quality requirements.

PAYMENT: The contractor shall submit a copy of their billing to.:

U.S. Department of Justice, Appeals Unit

For Criminal Briefs

U.S. Department of Justice
One St. Andrew's Plaza, Room 844
New York, NY 10007

For Civil Briefs

U.S. Department of Justice
86 Chambers Street, 3rd Floor
New York, NY 10007

After review and approval submit vouchers to: Comptroller, Stop FMCE, Office of Financial Management, U.S. Government Printing Office, Washington, D.C. 20401. See page 5 for Barcode code sheet instructions.

NOTE: ON EACH ORDER: One copy of the print order with a copy of contractor's billing must be sent to the U.S. Government Printing Office, Phila Regional Procurement Office, 928 Jaymore Road Suite A-190; Southampton, PA 18966 ATTN: Program Section.

Invoicing the GPO Using the FAX Gateway

The preferred method to submit invoices is via GPO's Fax Gateway. Using the GPO bar code cover sheet and faxing your invoice to GPO is the fastest and safest method of getting paid. Your voucher goes directly into the database of vouchers for review and payment. Your voucher can never be lost in the mail!

STEPS:

A. Create a GPO Bar Code Cover Sheet

GPO bar code cover sheets can be created at <http://winapps.access.gpo.gov/fms/vouchers/barcode/>. Complete the GPO bar code cover sheet according to the instructions on-line. The web page works with any personal computer supporting Adobe Acrobat. Before hitting 'Submit', please verify that the keywords (i.e. purchase order number, jacket number, print order number, program number) are correct.

B. Assemble Invoice Information

In order for the system to properly receive and index your faxed invoices, each invoice and supporting documentation must be in the following order (**NOTE: Do not include your company's fax coversheet**):

1. GPO Bar Code Cover Sheet
2. Invoice
3. Print Order/Purchase Order
4. Proof of Delivery

If the invoice is not in this exact order, it will decrease the probability of prompt payment. It will have to be handled manually and possibly delay payment.

C. Fax Information

Fax the paperwork to the Comptroller-FMCE at **202.512.1851**. You may fax several invoices together, as long as each invoice is put in the proper order with the GPO bar code cover sheet separating each invoice.

The following are some of the causes of delaying payments on purchase orders:

1. The vendor is not submitting a copy of the ordering document (including all attachments) with their voucher/invoice;
2. The vendor is not submitting shipping and/or delivery receipts;
3. Shipping and/or delivery receipts do not identify job by Purchase Order, Print Order, if applicable, and Jacket Number;
4. Shipping and/or delivery receipt do not show exact quantities delivered in the same units specified in the Purchase Order/Print Order (Descriptions such as "boxes", "containers", etc., are too vague);
5. Shipping and/or delivery receipts are not signed and dated.
6. When billing for strapped jackets, each jacket must be invoiced separately accompanied by the supporting documentation for each individual jacket (i.e. print order/purchase order, proof of delivery).
7. The invoice is illegible. All illegible invoices will be returned with a request for legible copies.
8. Incorrect keywords (i.e. purchase order number, jacket number, print order number, program number) are keyed in on the bar code cover sheet.

**** Questions? ****

Questions pertaining to the proper preparation of any forms mentioned may be referred to the Comptroller-FMCE, U.S. Government Printing Office, Washington, DC 20401, or you may email your questions to Invoice-inquiry@gpo.gov.

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 Nov. 1, 2011 through Oct. 31, 2012(October 31, 2016, if all options are taken) . 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.

REQUIREMENTS: This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "Ordering" clause of this contract.

SECTION 2.- SPECIFICATIONS

SCOPE: These specifications cover the production of appeals briefs and appendices requiring such operations as copy pickup, composition and makeup from department supplied electronic format, either Email using PDF files or CD ROM, preparation of indexes on some orders, printing, binding, packing, distribution and return of government furnished materials

TITLE: Appeals Briefs and Appendices

FREQUENCY OF ORDERS: Approximately 150 Briefs and 150 Appendices

BRIEFS—QUANTITY AND NUMBER OF PAGES: Approximately 10 to 200 copies per order with an average of 35 copies per order. Approximately 10 to 132 pages plus cover per order with an average of 80 pages per order. Approximately 1 to 20 pages of index or table of contents per order.

APPENDICES—QUANTITY AND NUMBER OF PAGES: Approximately 10 to 40 copies per order with an average of 50 pages and 15 copies per order. Approximately 8 to 1334 pages per order plus cover per order.

GOVERNMENT TO FURNISH: typewritten manuscript copy or the Government will send copy by electronic means. Contractor must have the ability to receive by E-mail or the Internet. Software program WordPerfect X 4.0 or later will be used at the Government's discretion. Camera copy for text of Appendices and occasionally for Briefs.

Contractor must have the equipment compatible for use with the above software program and must have sufficient back-up equipment.

Occasionally the Government will supply pre-printed 8-1/2 x 11" pages which the contractor will be required to collate, typeset a cover, trim to finished size and bind.

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.

COMPOSITION: The entirety of each category of composition (text, tabular and display) must be identical throughout the products ordered under these specifications.

Composition must be computer output via laser printer, image setter or by photocomposition.

Output resolution for laser printers will be 300 to 625 dots per inch and image setters will be 1,200 to 3,500 dots per inch.

Photocomposition includes all typesetting product by photographically creating the characters on sensitized film or paper.

Type Page Size: For Briefs, approximately 25 x 43 picas plus folio, facing pages can be one or two lines long or short to accommodate make up and page breaks.

Typefaces and Sizes: The contractor is required to furnish the following:

Cover: 12 to 72 point Century and Spartan Heavy.

Text, Index, Table of Contents, and Footnotes: 12 point Century with italic, bold, and small caps.

Display: 14 point Spartan Heavy.

Composition will be required on covers, table of contents, and text of Briefs and covers and table of contents of Appendices. Camera copy will be furnished for text of Appendices and occasionally for a percentage of text for Briefs.

No alternate typefaces will be allowed; however, manufacturers' generic equivalents will be accepted for the above typefaces. Each bidder shall list in the bid the name of the generic equivalent typeface(s) and composing machine to be used.

The GPO reserves the right to require samples of any generic equivalent typefaces offered if it is deemed necessary in order to determine the suitability of the offered typefaces.

The contractor must hold all repro for 60 days after delivery for possible use in reprints. After 60 days, it may be disposed of.

FILMS/REPRODUCIBLES: The contractor must make all films/reproducibles required.

PROOFS: During the normal workday, the contractor must deliver one set of page proofs and any revised page proofs. The contractor must also be able to transmit proofs and receive corrected proofs by facsimile.

On occasion, representatives of the government will read proofs at the contractor's plant. The contractor will provide a suitable work place.

The contractor will be responsible for performing all necessary proofreading to ensure that the proofs are in conformity with the copy submitted.

Page reader's proofs must be clean on white paper, free of ink smudges, with all images clearly legible. All proofs must be collated in sets, numbered sequentially, and have a one-inch clear margin on all sides. Proofs must be identified with the jacket number, program number, print order number, and proof date, at least 1/2" from the type area. The contractor's firm name must not appear on any proofs.

Page and Revised Page Proofs: Proofs must be uniform in size and contain a single page to a sheet. When pages contain space allowance for illustrations, an identifying illustration number must be marked in the space allowed. Tables on one set of proofs must be completely ruled.

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". Contractor will receive OK by phone or by facsimile.

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.

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

Text: White Antique Book, grammage (basis weight: 45 lbs per 500 sheets, 25 x 38"), equal to JCP Code A100.

Cover: White and Colored (usually, but not limited to, Red, Gray, Green, and Blue) Vellum-Finish Cover, grammage (basis weight: 65 lbs per 500 sheets, 20 x 26"), equal to JCP Code L20.

Occasional orders may require the use of pressure sensitive cover stock (same as listed above) for the correction of minor errors, stock must have permanent adhesive. Stock to be equal to "Starliner" by Mactac with special permanent adhesive or Fasson "Crack 'n Peel" Plus with super permanent adhesive.

PRINTING: Print head to head in black ink. All orders may be printed by electro-static copying or by printing with direct image plates provided that the quality levels are maintained.

INK: If lithographic ink is used in the performance of this contract, the ink shall contain not less than the following percentages of vegetable oil: sheet-fed and forms ink, 20 percent.

For Appendices, the contractor will be required to mechanically number the pages. This shall be accomplished by a numbering machine consisting of 1 or 2 letters followed by up to 4 digits. All characters are to be 3/16" or 1/4" high. The numbered text is then used as camera copy.

MARGINS: Briefs: 1" on all sides.

BINDING: Perfect- or adhesive-bind products: Gather contractor printed and/or Department supplied printed material, perfect- or adhesive-bind with separate wraparound glued-on paper cover, and trim three sides. Covers trim flush.

PACKING: Pack in shipping containers. Each shipping container must not exceed 45 pounds when fully packed.

LABELING AND MARKING (Package and/or Container label): Reproduce shipping container label from furnished repro, fill in appropriate blanks, and attach to shipping containers.

DISTRIBUTION: Deliver f.o.b. destination to the following addresses:

U.S. Department of Justice
One St. Andrew's Plaza
New York, NY 10007

U.S. Department of Justice
86 Chambers Street, 3rd Floor
New York, NY 10007

INSIDE PICKUP AND DELIVERY TO ROOM NUMBER SPECIFIED IS REQUIRED.

There will be one additional address in Manhattan.

Complete addresses and quantities will be furnished with the print orders.

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

RETURN OF GOVERNMENT FURNISHED MATERIAL, ETC: The contractor shall within 10 days of delivery of each brief, return to the Department the corrected version (i.e., the version as printed) of each brief on a CD-ROM. This corrected version (hereinafter "corrected version file") shall be in WordPerfect X 4.0 or higher as directed by the Government.

Also pdf file(s) in Acrobat 9.0 Reader for use in CD-ROM production, files must be identical to the printed version from contractor's application program files, e.g., using Macintosh platform, QuarkXPress, Adobe PageMaker, etc. or using Windows platform, QuarkXPress, Adobe PageMaker, Adobe FrameMaker, etc.

Required formatting of the corrected version file: Justification shall be Full or Left; Base Font shall be Courier; Line Spacing shall be one; paragraphs shall be separated by 2-points or more leading between lines and 6-points or more between paragraphs (tabular or spaced first-line indentations are permissible); lines within paragraphs shall end with Soft Returns, not Hard Returns; block quotations shall be left/right indented paragraphs; footnote markers in text and footnotes shall be in standard WordPerfect format.

Impermissible Formatting: Character font codes other than the Base Font shall be removed; center Justification codes shall be removed; other formatting codes added during the conversion process, if any, other than as required above, shall be removed.

SCHEDULE: Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511). No definite schedule for pickup of material can be predetermined. Furnished material and proofs must be picked up from and delivered to the addresses under DISTRIBUTION.

It should be noted that the performance period specified by the Government consists of contract workdays Monday through Friday, from 9:00 a.m. to approximately 10:00 p.m.

The Contractor may be required to work on up to 4 briefs or appendices (up to 100 pages per order) in one day and maintain work schedules.

Contractor will be notified for pick up of initial copy and/or Government will notify contractor that copy will be sent by modem as set forth below or other electronic means.

BRIEFS

Regular Schedule (non-Overtime): Contractor will be required to pickup copy or be available to receive copy by electronic means between the hours of 9:00am to 12:00pm and to process copy and deliver typeset page proofs (up to 100 pages per brief) **back to the agency within 4 hours.**

Contractor will be required to pick up corrected page proofs or receive by facsimile during contract workday hours, make corrections and deliver (or facsimile) corrected set of page proofs back to the Department **within one (1) hours of receipt.**

Additional changes may be made by the agency up to 4 additional times per brief and the Contractor must turnaround each change **within 30 minutes of receipt of change.**

After receiving "OK to print", contractor will print, bind and deliver 40 copies (up to 100 pages per brief) **within 2 hours.**

In the event that the contractor is responsible only for printing the cover and binding the brief, in one of two formats, a copy of the text of the brief shall be provided by the Department to the contractor. After receiving the text of the brief and an "OK to print", the contractor shall make the requisite copies of the text of the brief and bind and trim to size and deliver 40 copies within 2 hours. Trim sizes will either be 8-1/2 x 11" or 6-1/8 x 9-1/4

APPENDICES

Regular Schedule (Non-Overtime): The contractor will be required to pick up copy, typeset cover, and table of contents, number pages, print, and deliver 20 copies of up to 500 pages.

This should be a 2-step process:

1) Contractor prepares a "dummy" appendix (no cover or table of contents), just numbered pages in a temporary binding. This should take **no more than 24 hours.**

2) When appendix is in final form (including cover and table of contents), contractor is given "OK" to print. Deliver 20 copies of up to 500 pages **within 4 hours.**

If receipt of material, from the Government, occurs such that contractor cannot perform above schedule during normal workday hours, contractor will perform such work during the following workday or on overtime if overtime is authorized by the Government.

NOTE: Overtime shall apply to any work performed after 10:00pm or on weekends or Federal Holidays resulting from delays caused by the agency. No overtime payment will be paid because of contractor's failure to meet the schedule.

Overtime Schedule: When the Government requires that work be performed Monday thru Friday after 10:00pm Saturdays, Sundays, and Federal holidays, in order to meet delivery requirements, overtime payments will be paid for at the hourly overtime rate in accordance with the contractor's offered hourly rate in the "Schedule of Prices". Contractor and agency must agree on the number of hours of overtime necessary to complete the job and this must be shown on the print order or attachment. No overtime will be paid if proof of agreement on the number of hours is not attached to the print order.

CONTRACTORS PLEASE NOTE: CONTRACTOR MAY NOT REFUSE TO WORK OVERTIME.

SERVICE AND FILING OF BRIEFS AND APPENDICES BY CONTRACTOR: At Government's Option:

For each brief and/or appendix prepared by the Contractor with respect to which a request is made by the Government, the Contractor shall, in a manner consistent with the requirements of the United States Court of Appeals for the Second Circuit, serve two copies of the brief and/or 1 copy appendix on each party designated by the Government and timely file in the Court of Appeals the original and the appropriate number of copies of the brief and/or appendix.

Service will generally be by mail, but personal service may be required. Absent a request by the Government that a particular brief and/or appendix be served and filed by the Contractor, the Contractor shall deliver to the Government the number of copies of the brief and/or appendix specified in the print order form.

If personal service is required, and the party is located more than 25 miles from the contractor's office, the Government will pay actual charges at cost without mark-up.

ELECTRONIC CASE FILING

Since January 1, 2010, the Second Circuit of New York has been using ELECTRONIC CASE FILING. This filing is done by admitted attorneys with password protection. The vendor must prepare the electronic files and the paper copies for the court and serve the printed versions on the Court and defense counsel.

The electronic files must be searchable .pdf files stored on a **CD-ROM for cases filed prior to January 1, 2010.** Vendor can charge a per page rate for the searchable .pdf and a single charge for each CD-ROM disc.

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 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.

OVERTIME PAYMENTS: Orders requiring production on Saturdays, Sundays, Federal holidays, or Monday thru Friday after 10:00pm in order to meet delivery requirements will be paid for at the overtime rate in accordance with the contractor's offered hourly rate in the "Schedule of Prices".

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

It is estimated that 10% of the orders placed on this contract will require an overtime schedule and,

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

I. (a)(1)	160
(2)	170
(b)	195
(c)	19,500
(d)	390
(e)	14,235
(f)	9,750
(g)	6,406
(h)	132
(i)	1
(j)	21
II. (a)	300
(b)	48,750
(c)(1)	10
(2)	1
(d)	4,875
III. (a)	150
(b)	300
(c)	300
(1)	19,500
(2)	300
IV	60

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. Contractor must submit a price for all items. A No Charge or a No Bid may be cause for your bid to be declared nonresponsive. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared nonresponsive.

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 10 will be prorated at the per 10 rate.

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

(Initials)

I. COMPOSITION AND PAGE MAKEUP:

(a) Cover pages:

(1) Brief (6-1/8 x 9-1/4").....per page.....\$ _____

(2) Appendix (8-1/2 x 11").....per page.....\$ _____

(b) Text page: Contractor set from manuscript copy.....per page.....\$ _____

(c) Text page: Department supplied diskette(s)..per page.....\$ _____

(d) Remake of pages due to editorial changes.....per page.....\$ _____

(e) Page proofs.....per page.....\$ _____

(f) Authors alterations* (flat charge for access to file). Offer must include, and a charge will be allowed for, locating each deletion, change or addition in the file.....per alteration.....\$ _____

*Alterations may consist of the addition or deletion of one or more words or phrases (groups of words within a single sentence), these will be considered as one alteration. The maximum charge allowable for author's alterations on any one page shall be an amount equal to the cost of setting that page from manuscript copy.

(g) Insertion of reference page numbers on Table of Contents or Index from edited page proofs.....per line.....\$ _____

(h) Return to the Department the corrected version (i.e., the version as printed) of each brief On CD-ROM. This corrected version (hereinafter "corrected version file") shall be in WordPerfect X 4.1. or laterper CD-ROM.....\$ _____

(i) .pdf file production using Acrobat 9.0 Reader for use in CD-ROM production, files must be identical to the printed version of text....per page.....\$ _____

(j) Diskette for .pdf file(s) above.....each.....\$ _____

(Initials)

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

NOTE: RUNNING RATE IS PER 10 COPIES

	Running Per 10 Copies -----
Includes makeready if required:	
(a) Complete cover (wraparound).....	\$ _____
(b) Text per page.....	\$ _____
(c) Pressure sensitive cover stock (up to 8-1/2 x 11"):	
(1) White.....per 100 leaves.....	\$ _____
(2) Colored.....per 100 leaves.....	\$ _____
(d) Collating, trimming to size and binding per 100 pages	\$ _____

III. SERVICE AND FILING OF BRIEFS AND APPENDICES BY CONTRACTOR: At Government's Option:

(a) Filing brief and any appendices or attachments at court and on one party.....	\$ _____
(b) Each additional service.....	\$ _____
(c) Electronic filing of Briefs	\$ _____
(1) Searchable .pdf.....per page.	\$ _____
(2) CD-ROM	\$ _____

IV. OVERTIME PAYMENTS:

Hourly rate for work performed after 10:00pm on weekdays,
Saturday, Sunday and Federal Holidays.....per hour.....\$ _____

It is estimated that 10% of the orders placed on this contract will require an overtime schedule .

SECTION 4.- TYPEFACES: If manufacturer's generic equivalent typefaces are proposed, the bidder must list on the line of the same number as the preferred typeface, the name of the equivalent typeface and composing machine to be used.

Preferred Typefaces:

1. Century
2. Spartan Heavy

Manufacturers Generic
Equivalent Typefaces

Name of Composing Machine

1. _____
2. _____

SBU orders:

This Product and service is designated as SBU (Sensitive but Unclassified) : The contractor shall take all necessary precautions to insure against loss of forms, negatives, or other reproducible at any time prior to delivery by him to a transportation agent or delivery to destination. 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.

NOTE: Prior to award, the contractor will be required to submit a written explanation as to how the contractor will safeguard the data provided by the agency. Explanation must be submitted via e-mail (kcapie@gpo.gov) or fax to (215-364-6479)

BIDDERS NAME AND SIGNATURE: Fill out and return Two (2) 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)

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 Philadelphia immediately. Failure to do so may result in nonpayment.

Sample Bid Envelope

In order to ensure proper processing of all bids, the following information is required on all bid envelopes.

Program 2231- S	Apply Postage
From: _____	
Address: _____ _____	
Check Appropriate: <input type="checkbox"/> Bid Enclosed <input type="checkbox"/> No Bid	
U. S GOVERNMENT PRINTING OFFICE 928 JAYMORE ROAD, SUITE A-190 SOUTHAMPTON, PA 18966-3820	
Bids will be received Until October 19, 2011 At 2:00 p.m., EST.	

ITEM NO	DESCRIPTION	BASIS OF AWARD	UNIT RATE	AWARDED COST	UNIT RATE	PREVIOUS vendor
** new to contract specifications						
AWARDED RECORD PRESS NEW YORK COST						
RECORD PRESS NEW YORK COST						
COMPOSITION AND PAGE MAKEUP						
a	COVER PAGE					
1	BRIEF (6-1/8 X 9-1/4") PER PAGE	160	12.50	2,000.00	10.00	1,600.00
2	APPENDIX (8-1/2 X 11") PER PAGE	170	12.50	2,125.00	10.00	1,700.00
b	TEXT PAGE: MANUSCRIPT COPY PER PAGE	195	1.50	292.50	10.00	1,950.00
c	TEXT PAGE: SUPPLIED DISK PER PAGE	19500	1.50	29,250.00	5.50	107,250.00
d	REMAKE OF PAGES PER PAGE	390	1.50	585.00	3.50	1,365.00
e	PAGE PROOFS PER PAGE	14235	0.30	4,270.50	0.25	3,558.75
f	AUTHOR'S ALTERATIONS PER ALTERATION	9750	0.10	975.00	0.25	2,437.50
g	INSERTION OF REFERENCE PAGE NUMBERS PER LINE	6406	0.30	1,921.80	0.25	1,601.50
h	RETURN TO THE DEPT. CORRECTED					
i	VERSION OF EACH BRIEF PER CD ROM	132	1.50	198.00	1.75	231.00
j	PDF FILE PRODUCTION USING AROBAT 3.0 READER FOR USE IN CD-ROM PER PAGE	1	5.00	5.00	5.50	5.50
	CD ROM FOR PDF FILE ABOVE EACH	21	0.25	5.25	1.75	36.75
COMPLETE PRODUCT						
a	COMPLETE COVER PER 10 COPIES	300	10.00	3,000.00	6.00	1,800.00
b	TEXT PER PAGE PER 10 COPIES	48750	0.59	28,762.50	0.35	17,062.50
c	PRESSURE SENSITIVE COVER STOCK					
1	WHITE PER 100 LEAVES	10	13.50	135.00	12.50	125.00
2	COLOR PER 100 LEAVES	1	14.50	14.50	12.50	12.50
d	COLLATING, TRIMMING TO SIZE AND BINDING PER 100 PAGES	4875	12.85	62,643.75	12.25	59,718.75
SERVICE AND FILING OF BRIEFS						
a	FILING BRIEF AND ANY APPENDICES OR ATTACHMENTS AT COURT AND ON ONE PARTY	150	55.00	8,250.00	50.00	7,500.00
b	EACH ADDITIONAL SERVICE	300	15.00	4,500.00	N/C	
c	ELECTRONIC FILING OF BRIEFS EACH	300	35.50	10,650.00	30.00	9,000.00
** 1	SEARCHABLE.PDF..... PER PAGE	19500	0.11	2,145.00		
** 2	CD-ROM..... PER DISC	300	0.50	150.00		
OVERTIME PAYMENT						
a	HOURLY RATE FOR WORK PERFORMED AFTER 10:00PM ON WEEKDAYS, SATURDAY, SUNDAY AND FEDERAL HOLIDAYS PER HOUR	60	99.00	5,940.00	95.00	5,700.00
CONTRACTOR TOTALS \$ 167,818.80						
DISCOUNT \$ -						
DISCOUNTED TOTALS \$ 167,818.80						
AWARDED \$222,654.75						
AWARDED \$222,654.75						