

PROGRAM No. 4551-S R3 Term of Contract: Date of Award through October 31, 2026 plus 2 option years

Title: Appellate Briefs, Appendixes, and Addendums

Agency: United States Department of Justice (US DOJ)

ITEM	DESCRIPTION	Basis of Award 1 Year	290-47448 KM Media New York, NY		310-28850 Counsel Press, Inc. New York, NY	
			UNIT PRICE	COST	UNIT PRICE	COST
I.	CASE MANAGEMENT CM/ECF and ACMS:					
(a)	PDF CASE MANAGEMENT "efiles" preparation ... per cover/page	15,106	\$ 5.00	75,530.00	\$ 2.00	30,212.00
II.	PRINTING, PAPER AND BINDING					
A.	Wrap-Around Cover					
(a)	Makeready and/or Setup ... per volume	188	\$ 25.00	4,700.00	\$ 100.00	18,800.00
(b)	Print Outside Cover, Running per 10 copies...per volume	564	\$ 20.00	11,280.00	\$ 250.00	141,000.00
(c)	Additional cost to print Inside Cover, Running per 10 copies...per volume	50	\$ 15.00	750.00	\$ 75.00	3,750.00
B.	Print text pages in black or page is blank:					
(a)	Makeready and/or Setup ... per page	14,412	\$ 1.00	14,412.00	\$ 1.00	14,412.00
(b)	Running per 10 copies ... per page	58,647	\$ 2.50	146,617.50	\$ 4.00	234,588.00
C.	Print text pages in full color:					
(a)	Makeready and/or Setup ... per page	506	\$ 2.00	1,012.00	\$ 1.00	506.00
(b)	Running per 10 copies ... per page	2,067	\$ 4.00	8,268.00	\$ 5.00	10,335.00
III.	ADDITIONAL OPERATIONS					
(a)	Cover Label cost for Author's Alterations, typesetting, label material, print and affixing label to Cover 1					
(1)	Makeready and/or Setup ... per label	1	\$ 25.00	25.00	\$ 5.00	5.00
(2)	Running ... per 10 copies	1	\$ 25.00	25.00	\$ 50.00	50.00
(b)	Blue Separator Sheet ... per 10 leaves	34	\$ 25.00	850.00	\$ 30.00	1,020.00
(c)	Accelerated Schedule/Overtime Upchargeper order	40	\$ 175.00	7,000.00	\$ 150.00	6,000.00
IV.	PACKING AND DISTRIBUTION:					
(a)	Bulk Delivers - f.o.b. destination					
	Packing and sealing in shipping containerper container	277	\$ 45.00	12,465.00	\$ 95.00	26,315.00
(b)	Mailed/Carrier Shipments - f.o.b. contractor's city					
	Single or multiple copies in a padded envelope or container per envelope or container	216	\$ 25.00	5,400.00	\$ 90.00	19,440.00
			CONTRACTOR TOTALS:	\$ 288,334.50		\$ 506,433.00
			PROMPT PAYMENT DISCOUNT:	0.25% \$ 720.84		0.00% \$ -
			DISCOUNTED TOTALS:	20 DAYS \$ 287,613.66		30 DAYS \$ 506,433.00
					AWARDED	

Abstracted by: Mike Sommer

Abstract Verified by: Chuck Szopo

Contract Awarded to: KM Media

U.S. GOVERNMENT PUBLISHING OFFICE

Northeast Region

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Appellate Briefs, Appendixes, and Addendums

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

United States Department of Justice (US DOJ)

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning **Date of Award** through **October 31, 2026**, plus two optional 12-month extension period(s) that may be added in accordance with the **OPTION TO EXTEND THE TERM OF CONTRACT** clause in Section 1 of this contract.

BID OPENING: Bids shall be opened virtually at 11:00 a.m., Eastern Time (ET), on **October 21, 2025** at the U.S. Government Publishing Office. All parties interested in attending the bid opening shall email bids@gpo.gov one (1) hour prior to the bid opening date and time to request a Microsoft Teams live stream link. This must be a separate email from the bid submission. The link will be emailed prior to the bid opening.

BID SUBMISSION: Bidders must email bids (**SECTION 4. - SCHEDULE OF PRICES**) to bids@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 time on the bid opening date specified above will not be considered for award.***

PRODUCTION AREA: It is assumed that all production facilities used in the manufacture of the product(s) ordered under this contract will be located within a 50-mile radius of New York City, NY zip codes 10007 and 10278.

Any bidder intending to use production facilities outside this area should furnish information, with the bid, which will on its face demonstrate ability to meet the schedule requirements. The determination by the Government of the acceptability of this information in no way relieves the successful bidder of the responsibility for compliance with these schedule requirements.

BIDDERS PLEASE NOTE: Bidders are cautioned to familiarize themselves with all provisions of this contract before bidding. Specific attention is directed to the following:

- Program number changed from 2231-S to 4551-S.
- Bid submission provisions under **ADDITIONAL EMAILED BID SUBMISSION PROVISIONS** on page 5.
- **ACCELERATED SCHEDULE** clause added, see page 10.
- Additional changes scattered throughout.

Former abstract for 2231-S is available on GPO Web Site at <https://www.gpo.gov/how-to-work-with-us/vendors/contract-pricing>

For information of a technical nature call Russ Woodmancy at (614) 488-4616, ext. 8 (No collect calls) or e-mail at rwoodmancy@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 Pub. 310.2, effective December 1, 1987 (Rev. 1-18)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Pub. 310.1, effective May 1979 (revised 9-19)).

Each bidder's attention is invited to the patent indemnification and Buy American Act provisions of GPO Contract Terms (Publication 310.2 (Rev. 01-18)) since the successful bidder will be responsible for compliance with all applicable patents/required licensing and the Buy American Act.

- **GPO Contract Terms (GPO Publication 310.2)** – <https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/contract-terms-01-18.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>.
- **More GPO Publications can be found at:** <https://www.gpo.gov/how-to-work-with-us/vendors/forms-and-standards>.

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 Z 1.4):

- (a) Non-destructive Tests - General Inspection Level I.
- (b) Destructive Tests - Special Inspection Level S-2.

Specified Standards: The following list of standards (in order of precedence left to right) shall become the Specified Standards.

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	Approved Proofs/Electronic Media
P-8. Halftone Match (Single and Double Impression)	Approved Proofs/Electronic Media
P-10. Process Color Match	Electronic Media

Specified Standards of [ELECTRONIC MEDIA](#) on page 6 and [PROOFS](#) on page 7.

OPTION TO EXTEND THE TERM OF 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 **three (3) years (October 31, 2028)** including, any extension(s) added under this clause. Further extension may be negotiated under the “*EXTENSION OF TERM OF CONTRACT*” clause. See also “*ECONOMIC PRICE ADJUSTMENT*” for authorized pricing adjustment(s).

Prior to exercising the option, contractor will be required to submit any updates or revisions to the “[SECURITY CONTROL PLAN](#)” that was submitted prior to award and include any changes.

EXTENSION OF TERM OF CONTRACT: 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, 2026** 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, 2025** 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.

NOTE: This contract does not have a Paper Price Adjustment clause.

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, 2026** 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.

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.: 0MB Memorandum 07-16.) Other specific examples of PII include, but are not limited to:

1. Personal identification number, such as passport number, driver's license number, taxpayer identification number, or financial account or credit card number.
2. Address information, such as street address or personal email address; and,
3. 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 to the Contracting Officer via email within two (2) workdays of the Contracting Officer's request.

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.

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 these plans.

Option Years (“OPTION TO EXTEND THE TERM OF CONTRACT”, see page 2): 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 ten (10) workdays prior to 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 prime contractor or any subcontractor, the Government reserves the right to conduct an on-site preaward survey at the contractor's/subcontractor's facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract. As part of the financial determination, the contractor in line for award may be required to provide one or more of the following financial documents:

1. Most recent profit and loss statement
2. Most recent balance sheet(s)
3. Statement of cash flows
4. Current official bank statement
5. Current lines of credit (with amounts available)
6. Letter of commitment from paper supplier(s)
7. Letter of commitment from any subcontractor

The documents will be reviewed to validate that adequate financial resources are available to perform the contract requirements. Documents submitted will be kept confidential and used only for the determination of responsibility by the Government. Failure to provide the requested information in the time specified by the Government may result in the Contracting Officer not having adequate information to reach an affirmative determination of responsibility.

POSTAWARD CONFERENCE: Unless waived by the Contracting Officer, the total requirements of the job as indicated in these specifications will be reviewed by video or conference call (at the Government's option) immediately after award.

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 identified in SECTION 2. – SPECIFICATIONS.

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.

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 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.

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>.

NOTE: Contractor's billing invoice must be itemized in accordance with the line items in the "SECTION 4. - SCHEDULE OF PRICES." A copy of proof of delivery to addresses and CASE MANAGEMENT email of finished product to be included with the invoice.

SECTION 2. – SPECIFICATIONS

SCOPE: These specifications cover the production of legal materials publications, requiring such operations as pickup, electronic prepress, proofs, printing, Case Management/Electronic Case Filing (CM./ECF), Appeals Case Management System (ACMS), perfect binding, one-stitch in upper left, packing, and distribution.

Specifications apply equally to both trim sizes unless otherwise noted. The different publications are Appellate Briefs, Appendixes and Addendums that are either perfect bound or one stitch in the upper left corner.

Majority orders will require both production of case management of files and print publication (Appellate Briefs, Appendixes and Addendums). Some orders may require only case management of files, see [CASE MANAGEMENT](#).

TITLE: Appellate Briefs, Appendixes, and Addendums

FREQUENCY OF ORDERS:

Appellate Briefs, Appendixes and Addendums – Perfect Bound Books: Approximately 100 to 130 orders per year.

Appellate Briefs, Appendixes and Addendums – Self-cover pamphlets, One Stitch in upper left corner: Approximately 2 orders per year.

Cover One Label: Approximately 1 order per year.

QUANTITY: Approximately 12 to 26 copies per order with some orders up to approximately 240 copies.

NUMBER OF PAGES: Approximately 10 to 600 pages.

TRIM SIZES:

- 6-1/8 X 9-1/4" – Appellate Brief or Addendum
- 8-1/2 X 11" – Appellate Brief or Appendix

GOVERNMENT TO FURNISH: Electronic media will be furnished as follows:

Platform: Microsoft Windows 11 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/or contractor's secure file sharing software service for electronic transmission and receiving.

Software: Microsoft Word, Microsoft Excel, and 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: Standard MS Word, MS Excel and Adobe PDF fonts will used.

Additional Information: Files will be furnished in native application and/or PDF format.

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

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.

COMPOSITION: For cover 1 label order, the contractor must set all in same or similar typefaces as indicated on the Print Order. The cover may be emailed as a MS Word file and contractor to convert to Adobe PDF to meet Case Management requirements.

CASE MANAGEMENT/ELECTRONIC CASE FILING OR APPELLATE CASE MANAGEMENT

SYSTEM: Prepare the documents for electronic filing (“efiles”) for Case Management/Electronic Case Filing (CM/ECF) or Appellate Case Management System (ACMS) as specified on the Print Order. The PDF files are to be text searchable for cover and text pages as indicated on the Print Order. All documents for-filing to include paginating, OCR, and numbering PDF files in accordance with court rules and guidelines. These files will be referenced as “efiles” on the Print Order for delivery SCHEDULE and in SECTION 4. - SCHEDULE OF PRICES.

PROOFS: When ordered, “*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. Email proofs to the contact person indicated on the Print Order. If the contractor has not received a confirmation of receipt of email, then the contractor must call the person or persons that the proofs were emailed to for confirmation of proof 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 “*O.K. 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.

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, Tan, Grey, Blue, Green, and Red Vellum-Finish Cover, basis weight: 65 lbs. per 500 sheets, 20 x 26”, equal to JCP Code L20. Or at contractor's option, use Vellum Bristol Cover, basis weight: 67 lbs. per 500 sheets, 22-1/2 x 28-1/2”, equal to JCP Code L24. On occasion, additional colors may be required.

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

Text - Brief or Brief with Addendum: Ivory Uncoated Colored Text, basis weight: 60 lbs. per 500 sheets, 25 x 38”, equal to JCP Code A63.

Brief or Brief with Addendum: White Opacified Offset Book, basis weight: 60 lbs. per 500 sheets, 25 x 38", equal to JCP Code A80. The requirement for postconsumer fiber (as specified in the Government Paper Specification Standards No. 13) for this contract is waived. However, the addition of post-consumer fiber is encouraged provided that the requirements of this Standard are met. All other attributes remain the same.

Separator Sheet: Blue Writing, basis weight: 20 lbs. per 500 sheets, 17 x 20", equal to JCP Code D10. Contractor's option to use Blue Uncoated Colored Text, basis weight: 50 or 60 lbs. per 500 sheets, 25 x 38", equal to JCP Code A63.

Labels for Cover 1 (Front Cover): White and Colored Uncoated Label, basis weight: 55-60 lbs. per 500 sheets, 25 x 38". Coat the entire back with a permanent pressure sensitive adhesive. The color of label stock to match color of the printed covers.

PRINTING: Printing for continuous tone images final output must be a minimum of 133-line screen. Digital printing is acceptable if Quality Level IV standards are maintained. Digital printing for continuous tone and line copy images must be at a minimum resolution of 1200 x 1200 dpi x 1 bit or 600 x 600 dpi x 4-bit depth technology.

Text Pages: Print face only and/or head-to-head in black or full spectrum of color. Full color printed pages will be scattered throughout.

- Approximately 95% orders will print black ink only.
- The 5% of orders printing color will have approximately 20% of the pages printing in color and balance in black ink only.

Covers: Print Cover 1 in black ink. Cover 2 and spine may print if indicated on Print Order. Anticipate Covers 3 and 4 to be blank. Outside Cover is Cover 1, spine, and Cover 4. Inside Cover is Cover 2 and Cover 3.

Separator Sheet: Sheet prints face only in black or blank. When indicated on the Print Order, the printed/or blank blue separator sheet is inserted and bound into the document. Tipping-in blue sheet is prohibited and will be cause for rejection.

Labels for Cover 1: Author alterations for Cover 1 only will require the contractor to re-print Cover 1 in black ink, trim, and manually apply. Contractor's option to surface tint the label to match cover color. Label must not extend beyond trim size of the cover.

NOTE: GPO imprint is waived and must not print on the finished product.

MARGINS: At least 1/2" on all sides or as indicated on the Print Order.

BINDING:

Perfect-bind text and wrap around cover; trim three (3) sides. Hinge score the cover.

One wire stitch in upper left corner for text pages only, no cover. Normally the page count for these orders is 20 pages or less per copy.

When indicated per Print Order, the printed blue separator sheet is inserted into the perfect-bound book or into one wire stitch pamphlet.

PACKING:

Bulk Deliveries: Pack in shipping containers not to exceed 40 pounds when fully packed.

All shipments which fill less than a shipping container must be packaged with materials of sufficient strength and durability and in such a manner which will guarantee that the product will not be damaged, and the package will not open nor split.

Mailed Shipments: Insert single or multiple copies into padded envelopes or shipping container.

LABELING AND MARKING: (Package and/or Container label):

Bulk Deliveries: 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.

Mailed/Courier Shipments: Create and affix a recipient address label to each copy(ies) mailed in padded envelope or shipping container.

VERIFICATION REPORT OF PRODUCTION (DELIVERED GOODS AND SERVICES): Agency will issue the GPO Form 2511 (Print Order) with quantity per volume (book or sets of books) without page counts and volumes indicated.

The verification report (delivered goods and services) is to be in Excel or fillable PDF and clearly (readability) showing all the quantities for the billable line items and the Publication title.

The government will verify the page counts (black only and full color pages) and the number of books per volume on the verification report. A signed PDF will be returned to the contractor with government approval for the contract to invoice the order. Since the government approved verification report will indicate line-item counts, this report must be included with the contractor's billing invoice.

Verification report to be emailed to the address indicated on the Print Order. Carbon copy email to GPO on the following emails: infonortheast@gpo.gov , Simone Silva-Sutton ssilva-sutton@gpo.gov and Russ Woodmancy rwoodmancy@gpo.gov .

DISTRIBUTION: Deliver copies f.o.b. destination to one or more of the addresses listed or as indicated on the Print Order within New York City.

If indicated on the Print Order, the contractor maybe required to call and/or email the point of contact on the Print Order advising of delivery time.

Deliver f.o.b. destination within commercial zone of New York City as indicated on the Print Order. F.O.B destination deliveries is normally to two or three locations (agency and Court copies). Below are some of the possible delivery destinations.

U. S. Department of Justice
U.S. Attorney's Office (Civil)
Southern District of New York
86 Chambers Street, 3rd Floor
New York, NY 10007

U.S. Department of Justice
U. S. Attorney's Office (Criminal)
Southern District of New York
26 Federal Plaza, 37th Floor
New York, NY 10278

United States Department of Justice
International Trade Field Office,
Civil Division 26 Federal Plaza
Room 346, 3rd Floor
New York, NY 10278

United States Court of Appeals
Second Circuit
Thurgood Marshall United States Courthouse
40 Foley Square
New York, NY 10007-1312

Mail f.o.b. contractor's city to addresses as indicated per Print Order. When required, approximately 2 to 30 addresses for mailing will be listed on Print Order or in MS Excel.

All mailing shall be made at the First-Class rate and will require the contractor to apply the appropriate postage to each mailing or via small common carrier (example FedEx or UPS).

Upon completion of each order, contractor must notify the ordering agency on the same day that the product delivers-mails/ships via email to the address furnished on the Print Order. The subject line of this message shall be "*Distribution Notice for Program 4551-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) must be borne by the contractor.

SCHEULE: Contractor must not start production of any job prior to receipt of the individual Print Order (GPO Form 2511). No definite schedule when Print Orders will be issued can be predetermined.

Ordering agency regular work hours are 9:00 a.m. to 5:30 p.m. prevailing Eastern Time for workdays and contractor must be reachable during those hours and able to accept orders.

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.

The ship/deliver date indicated on the Print Order is the date products ordered to be delivered. Bound copies delivered to the court are during regular business hours from 9:00 a.m., to 5:00 p.m. unless otherwise indicated on the Print Order.

Accelerated Schedule: Approximately 40 orders per year will require an accelerated or overtime schedule. These orders will not require proofs and will have a text page count of 300 or less per book/volume.

- Orders require same day delivery will be issued on or before 11 a.m.
- For Print Orders issued to the contractor after 5:30 p.m. during the Federal work week (excluding Federal holidays), the contractor will be notified in advance via email and/or phone call, no later than 4:00 p.m., an order and furnished material will be issued after 5:30 p.m. and before 9 p.m. Delivery of product to occur the following workday.
- Bound printed copies delivered by the contractor outside of the court regular workday hours, will be considered within the accelerated schedule. After regular hours, bound copies will be deposited in the Court's night box.

Regular Schedule - Workdays After Table: The numbers under the column headed "*WD After*" represent the number of workdays allowed to complete that certain part of the schedule after completion of the preceding part.

WD After

Contractor electronic transfer the complete [CASE MANAGEMENT](#) efiles * 2 to 6

Contractor delivers printed Court documents and/or Agency documents 1 to 3

Contractor to ship via common carrier complete printed documents 1 to 2

* The CM/ECF and/or ACMS PDF efiles to be emailed to the email address as stated on the Print Order or to the Agency sFTP site or Jefsbox (JEFS - Judiciary Electronic Filing System) or USA file exchange (USAfx) as otherwise so indicated on the Print Order. USA file exchange is a temporary file transfer system that automatically expires in 60 days, for details, see [EOUSA](#).

When Proofs Required: 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) work hours from the email receipt at the ordering agency. Proof hold time is included in the workday schedule.

Email proofs to the contact person indicated on the Print Order. If the contractor has not received a confirmation of receipt of email, then the contractor must call the person or persons the proofs were emailed to confirm receipt.

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.

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. GPO Contract Terms 310.2 contract clause 3. Workday on page 20 applies except for the work hours shall between 7:30 a.m. and 4:00 p.m. eastern time zone.

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

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with each order or 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.

DELIVERY/SHIPPING STATUS INFORMATION: For compliance reporting purposes, the contractor must notify the U.S. Government Publishing Office of the date of shipment or delivery, as applicable. Upon completion of each order, contractor must contact the Shared Support Services Compliance Section via email at: compliance@gpo.gov and tracknortheast@gpo.gov. Personnel receiving email will be unable to respond to questions of a technical nature or to transfer any inquiries.

SECTION 3. - DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the "[SECTION 4. - SCHEDULE OF PRICES](#)" to the following units of production which are the estimated requirements to produce one (1) year's orders under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period of time.

The following item designations correspond to those listed in the "[SECTION 4. - SCHEDULE OF PRICES](#)".

I. (a) 15,106

II. A. (a) 188
(b) 564
(c) 50

B. (a) 14,412
(b) 58,647

C. (a) 506
(b) 2,067

III. (a) (1) 1
(2) 1
(b) 34
(c) 40

IV. (a) 277
(b) 216

SECTION 4. - SCHEDULE OF PRICES

Bids offered are f.o.b. contractor's city for all mailed shipments and f.o.b. destination for all other shipments within New York City, NY commercial zone.

Prices must be submitted for the entire term of the contract and bids qualified for a lesser period will not be considered. 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 blank spaces, or with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid), NA (Not Applicable), or blank spaces for an item may be declared nonresponsive.

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

All vouchers submitted to the GPO shall be based on the most economical method of production. See [PAYMENT](#) on page 5 for instructions.

Fractional parts of 10 will be prorated at the per-10 rate.

I. CASE MANAGEMENT CM/ECF and ACMS:

(a) PDF [CASE MANAGEMENT](#) "efiles" preparation per cover/page \$ _____

II. PRINTING, PAPER AND BINDING: Prices offered shall include the cost of all required materials and operations necessary for the complete production and mailing in accordance with these specifications, except for Items I. Case Management PDF, III. Additional Operations and IV. Packing and Distribution.

A. Wrap-Around Cover:

(a) Makeready and/or Setup Charges per volume \$ _____

(b) Print Outside Cover, Running per 10 copies per volume \$ _____

(c) Additional cost to print Inside Cover,
Running per 10 copies per volume \$ _____

Text Pages: A charge will be allowed for "*each page*", whether printed or blank, contained in the product(s) ordered. Each text leaf contains two pages. Unless specifically ordered otherwise, no more than one blank page shall be permitted at the end of the text.

B. Print text pages in black or page is blank:

(a) Makeready and/or Setup Charges per page \$ _____

(b) Running per 10 copies per page \$ _____

II. PRINTING, PAPER AND BINDING (Cont.):

C. Print text pages in full color:

(a) Makeready and/or Setup Charges per page \$ _____
(b) Running per 10 copies per page \$ _____

III. ADDITIONAL OPERATIONS:

(a) Cover Label cost for Author's Alterations, typesetting, label material, print and affixing label to Cover 1:

(1) Makeready and/or Setup Charges per label \$ _____
(2) Running per 10 labels \$ _____

(b) Blue Separator Sheet per 10 leaves \$ _____

(c) Accelerated Schedule/Overtime Upcharge per order \$ _____

IV. PACKING AND DISTRIBUTION: Prices must be all-inclusive, as applicable, and must include the cost of the padded envelopes, cushioned shipping bags, shipping containers, all necessary wrapping and packing materials, labeling, and marking, in accordance with these specifications.

Bulk Deliveries – f.o.b. destination:

(a) Packing and sealing in shipping container per container \$ _____

Mailed/Carrier Shipments – f.o.b. contractor's city:

(b) Single or multiple copies in a padded envelope or container per envelope or container \$ _____

PRODUCTION FACILITIES WITHIN ASSUMED AREA: My production facilities are located within the assumed area of production yes _____ no _____

NOTICE: Bidders OUTSIDE the assumed PRODUCTION AREA specified on page one of these specifications should complete the following information.

1. Proposed carrier(s) for pickup of Government Furnished Material

a. Number of hours from acceptance of Print Order to pickup of Government Furnished Material

b. Number of hours from pickup of Government Furnished Material to delivery at contractor's plant

2. Proposed carrier(s) for delivery of completed product

a. Number of hours from notification to carrier to pickup of completed product

b. Number of hours from pickup of completed product to delivery at destination

PERFECT BOUND BOOKS: Binding capabilities, maximum number of text pages, per perfect bound books

SECTION 4. – SCHEDULE OF PRICES (Continue)

SHIPMENT(S): Shipments will be made from: City _____, State _____

The city(ies) indicated above will be used for evaluation of transportation charges when transportation charges are specified to be a factor in determination of award. If no shipping point is indicated above, it will be deemed that the bidder has selected the city and state shown below in the address block, and the bid will be evaluated and the contract awarded on that basis. If shipment is not made from evaluation point, the contractor will be responsible for any additional shipping costs incurred.

DISCOUNTS: Discounts are offered for payment as follows: _____ Percent, _____ calendar days. See Article 12 “*Discounts*” of Solicitations 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 point(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. See BID OPENING on page 1 and ADDITIONAL EMAILED BID SUBMISSION PROVISIONS on page 5 for additional instructions. 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’s 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

Contracting Officer: _____ Date _____ Certifier by: _____ Date _____
(Initials) _____ (Initials) _____
