

| PROGRAM: 4557-S TERM: 10/01/22 to 09/30/23 and 4 OPTION YEARS TITLE: APPELLATE BRIEFS | | | Avalon Copy Centers of America Syracuse, NY | |
|---|--|--------|---|--------------------|
| ITEM NO. | DESCRIPTION | AWARD | RATE | COST |
| I. | PRINTING AND BINDING: | | | |
| (a) | <i>Per Complete Cover</i> | | | |
| (1) | Makeready and/or Setup | 30 | NC | |
| (2) | Running Per 1 Copy | 360 | 3.15 | \$ 1,134.00 |
| (b) | <i>Per Text Page All Inclusive</i> | | | |
| (1) | Makeready and/or Setup | 1,500 | 4.75 | \$ 7,125.00 |
| (2) | Running Per 1 Copy | 18,000 | NC | |
| II. | PACKING AND DISTRIBUTION (includes gathered parts): | | | |
| (a) | Bulk Shipments per address | 30 | 10.00 | \$ 300.00 |
| (b) | Mailed Shipments per address | 15 | 12.50 | \$ 187.50 |
| CONTRACTOR TOTALS | | | | \$ 8,746.50 |
| DISCOUNT | | | 0% | \$ - |
| DISCOUNTED TOTALS | | | NET | \$ 8,746.50 |

This procurement is being solicited as a small purchase Request for Quotation (RFQ). The sealed bidding terminology as used throughout these specifications is synonymous with their negotiated procurement counterparts unless specifically stated otherwise. Negotiated pursuant to 41 U.S.C. 5(1).

U.S. GOVERNMENT PUBLISHING OFFICE

Columbus Regional Office

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Appellate Briefs

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

The United States Attorney's Office - Northern District of New York

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning October 1, 2022 and ending September 30, 2023 plus up to four (4) optional 12-month extension period(s) that may be added in accordance with the "Option to Extend the Term of Contract" clause in Section 1 of this contract.

QUOTE DUE BY: Quotes shall be submitted by 11:00 a.m., prevailing Columbus, OH time, on **September 7, 2022**.

QUOTE SUBMISSION: Bidders are to fill out, sign/initial, as applicable, all pages of SECTION 4. – SCHEDULE OF PRICES and attach as an email attachment (PDF is preferred). Bidders MUST submit quote via email to bidscolumbus@gpo.gov for this solicitation. No other method of submission of quote will be accepted at this time. The company name, program number, and response date for the quotation must be specified in the subject line of the emailed submission. Quotes received after 11:00 a.m. prevailing Columbus, OH Time on the date specified above will not be considered for award.

RESTRICTION ON LOCATION OF PRODUCTION FACILITIES: All production facilities used in the manufacture of the product(s) ordered under this contract must be located within a 5-mile radius of the James M. Hanley Federal Building, Syracuse, NY 13261.

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

- This program was formerly identified as Program 2247-S and been renamed as Program 4557-S
- Quote submission provisions under “*Additional Emailed Quote Submission Provisions*” on page 6.
- Additional changes scattered throughout.

Abstracts of contract prices (formerly identified as Program 2247-S) are available at:
<https://www.gpo.gov/gpo/abstracts/abstract.action?region=Philadelphia>

For information of a technical nature, contact Michael Rosen at 215-364-6465 x6 or email mrosen@gpo.gov.

SECTION 1.- GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 01-18)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (revised 9-19)).

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

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

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

SUBCONTRACTING: Subcontracting will not be permitted.

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

Product Quality Levels:

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

Inspection Levels (from ANSI/ASQC Z1.4):

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

Specified Standards: The specified standards for the attributes requiring them shall be:

| <u>Attribute</u> | <u>Specified Standard</u> |
|----------------------------------|---------------------------|
| P-7. Type Quality and Uniformity | Camera copy |

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 five (5) years (September 30, 2027) as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "Extension of Contract Term" clause. See also "Economic Price Adjustment" for authorized pricing adjustment(s).

EXTENSION OF 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 **October 1, 2022**, through **September 30, 2023** 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 **June 30, 2022 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.

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.

PRE-AWARD SECURITY PLAN: The contractor being considered for award shall be required to submit their plan for the safeguarding and handling of the Government furnished material deemed PII (Personally Identifiable Information) via email within one (1) workday of being notified to do so by the company or his/her representative.

POST-AWARD CONFERENCE: The total requirements of the job as indicated in these specifications will be reviewed by Government representatives with the contractor's representatives and the ordering agency by conference call, immediately after award.

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 **October 1, 2022** through **September 30, 2023** plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" upon notification by the Government for purposes of the contract when it is electronically transmitted or otherwise physically furnished to the contractor in conformance with the schedule.

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

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

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

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

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

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

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

WARRANTY: Contract Clause 15, "Warranty", of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 8-01)) is amended for the solicitation to the effect that the warranty period is EXTENDED from 120 days to one calendar year the date the check is tendered as final payment. All other provisions remain the same.

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

- (a) Personal identification number, such as passport number, driver's license number, taxpayer identification number, or financial account or credit card number;
- (b) Address information, such as street address or personal email address; and,
- (c) 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 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 and after termination of contract;
2. Explain how all accountable materials will be handled throughout all phases of production;
3. How the disposal of waste materials will be handled; and,
4. How all applicable Government-mandated security/privacy/rules and regulations as cited in this contract shall be adhered to by the contractor and/or subcontractor(s).

PRIVACY ACT NOTIFICATION: This procurement action requires the contractor to do one or more of the following: design, develop, or operate a system of records on individuals to accomplish an agency function in accordance with the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties as stated in 5 U.S.C. 552a (i)(1) CRIMINAL PENALTIES. It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a, specifically, 5 U.S.C. 552a (i)(1) CRIMINAL PENALTIES and m(1) GOVERNMENT CONTRACTORS.

PRIVACY ACT

(a) The contractor agrees:

(1) to comply with the Privacy Act of 1974 and the rules and regulations issued pursuant to the Act in the design, development, or operation of any system of records on individuals in order to accomplish

an agency function when the contract specifically identifies (i) the system or systems of records and (ii) the work to be performed by the contractor in terms of any one or combination of the following: (A) design, (B) development, or (C) operation;

(2) to include the solicitation notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation when the statement of work in the proposed subcontract requires the design, development, or operation of a system of records on individuals to accomplish an agency function; and

(3) to include this clause, including this paragraph (3), in all subcontracts awarded pursuant to this contract which require the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved where the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency where the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act when the contract is for the operation of a system of records on individuals to accomplish an agency function, the contractor and any employee of the contractor is considered to be an employee of the agency.

(c) The terms used in this clause have the following meanings:

(1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records including the collection, use, and dissemination of records.

(2) "Record" means any item, collection or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.

(3) "System of records" on individuals means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

ADDITIONAL EMAILED QUOTE SUBMISSION PROVISIONS:

The Government will not be responsible for any failure attributable to the transmission or receipt of the emailed quotation including, but not limited to, the following:

1. Illegibility of quote.
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 quote is received by GPO, it will remain unopened until the specified due by date/time. Government personnel will not validate receipt of the emailed quote prior to the due by date/time. GPO will use the prevailing Columbus, OH time and the exact time that the email is received by GPO's email server as the official time stamp for receipt of the quotation 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>.

Vendors are expected to submit invoices within 30 days of job shipping/delivery. 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.*"

NOTE: At the same time as submitting to GPO, the contractor is to submit a copy to the ordering agency at: U.S. Attorney's Office, James M. Hanley Federal Building, 100 South Clinton Street, Room 900, Syracuse, NY 13261, ATTN: Appellate Paralegal.

SECTION 2.- SPECIFICATIONS

SCOPE: These specifications cover the production of appellate briefs and gathering with Government furnished court related documents, requiring such operations as pickup, printing and cutting to size, binding, packing, and distribution.

TITLE: Appellate Briefs.

FREQUENCY OF ORDERS: Approximately two (2) to five (5) orders per month.

QUANTITY: Approximately 10 to 14 copies per print order.

NUMBER OF PAGES: Briefs: Approximately 20 to 130 pages (plus cover) per order.

TRIM SIZE: 6-1/8 x 9-1/4"

GOVERNMENT TO FURNISH:

Briefs: Camera copy consisting of 8-1/2 x 11" reproducible pages on white bond.

Court Related Documents include-

Appendices, when required for gathering, consists of 8-1/2 x 11" velo-bound copies, and CD-Roms. Approximately 20 print orders per year consisting of 20 bound copies with one or two CD-Roms per print order may require this service.

Sealed Envelopes, when required for gathering, containing PII. Approximately twelve (12) print orders with four (4) to eight (8) sealed envelopes.

Department of Justice Letter providing gathering and distribution instructions to the court and appellant's counsel.

The ordering agency will provide receipts for the contractor's signature for handling Government furnished material and f.o.b. destination copies.

Identification markings such as register marks, commercial identification marks of any kind, etc., form number, and revision date, carried in the electronic files, must not print on finished product.

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under "Government to Furnish," necessary to produce the product(s) in accordance with these specifications.

The contractor must prepare an *Affidavit of Service* as proof of delivery for distribution to the court and appellant's counsel for the ordering agency.

The successful bidder must submit 4 pieces, minimum of 8-1/2 x 11" in size for the text paper, ivory, offset book, 70-lbs. that he proposes to use in the manufacture of this product for approval by the department before procuring it.

Four samples are to be identified as such, and include the GPO Term Contract Number and shall be addressed to: 2 Samples- U.S. Government Publishing Office, Customer Services, Southampton Office Park, 928 Jaymor Road, Suite A-190, Southampton, PA 18966-3820, ATTN: Contracting Officer.

2 samples to- U.S. Attorney's Office, 100 S. Clinton Street, Room 900, Syracuse, New York 13261, ATTN: Appellate Paralegal.

The Contracting Officer reserves the right to be the sole judge as to the acceptability of the samples submitted.

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.

Text: Ivory Uncoated Colored Text, basis weight: 70 lbs. per 500 sheets, 25 x 38”, equal to JCP Code A63. Ivory to be a close match of Springhill Ivory.

Cover: Colored (red, blue, gray, yellow, tan or green), Vellum Finish Cover, basis weight: 65 lbs. per 500 sheets, 20 x 26”, equal to JCP Code L20.

PRINTING AND CUTTING TO SIZE:

All orders may be printed by electro-static copying or by printing with direct image plates provided that the quality levels are maintained.

Text pages print head to head in black ink.

Cover 1 prints in black ink. Cover 2 occasionally prints in black otherwise blank. Covers 3, and 4 are blank.

No GPO imprint required.

MARGINS: 1” on all sides.

BINDING: Perfect-bind text and wraparound cover; trim three (3) sides.

PACKING:

Bulk Deliveries: Rubber-band or pack in shipping containers.

Mailed Shipments: Insert into shipping envelopes or containers.

LABELING AND MARKING:

Bulk Deliveries: Contractor to download the “Labeling and Marking Specifications” form (GPO Form 905, R. 7-15) from www.gpo.gov fill in appropriate blanks, and attach to shipping containers.

DISTRIBUTION:

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

Mail/deliver f.o.b. contractor's city, approximately six (6) copies via overnight service and traceable means to the Second Circuit, Court of Appeals, and when required, approximately two (2) copies to the appellant’s counsel.

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

Deliver balance f.o.b. destination, primarily to the U.S. Attorney's Office, 100 S. Clinton Street, Room 900, Syracuse, New York 13261. Some orders will have additional locations that require inside deliver to room numbers as indicated on the print order. These locations will be within the five (5) mile radius of 100 S. Clinton Street, Syracuse, New York 13261.

The contractor must be able to produce signed receipts for all materials through the term of the contract.

All expenses incidental to picking up and returning materials must be borne by the contractor.

SCHEDULE:

Adherence to this schedule must be maintained.

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

Furnished material must be picked up from the U. S. Attorney's Office, James M. Hanley Federal Building, 100 South Clinton Street, Room 900, Syracuse, NY 13261.

No definite schedule for pickup of material can be predetermined.

Workday schedule for the ordering agency is from 8:00 a.m. to 5:00 p.m. for pick-up and delivery.

Orders must be completed, mailed and delivered within the same workday or no later than one (1) workday. If Government furnished material is available after 12:01 p.m., then one (1) workday is the mail/delivery date.

The ordering agency will provide and update a "*briefing schedule*", two (2) to three (3) months in advance to the contractor via email.

Contractors are to report information regarding each order for compliance reporting purposes and include date of delivery (or shipment if applicable) for proofs and delivery schedules in accordance with the contract requirements by contacting the U.S. GPO Columbus Regional Office via e-mail to infocolumbus@gpo.gov or by calling (614) 488-4616.

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.

SECTION 3.- DETERMINATION OF AWARD

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

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

(1) (2)

I. (a) 30 360
(b) 1,500 18,000

II.(a) 30
(b) 15

SECTION 4.- SCHEDULE OF PRICES

Quotes offered are f.o.b. contractor’s city for all mailed shipments and f.o.b. destination for all other shipments.

Prices must include the cost of all required materials and operation for each item listed in accordance with these specifications.

Bidder must make an entry in each of the spaces provided. Quotes submitted with any obliteration, revision, or alteration of the order and manner of submitting quote, 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.

Quotes 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 quote that contains prices for individual items of production 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.

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

I: PRINTING AND BINDING: Prices offered shall include the cost of all required materials and operations (including paper) necessary for the complete production and distribution of the products listed in accordance with these specifications.

| | <u>Makeready and/or Setup</u> (1) | <u>Running Per One Copy</u> (2) |
|---------------------------------------|--|--|
| (a) Per Complete cover | \$ _____ | \$ _____ |
| (b) Per Text Page All Inclusive | \$ _____ | \$ _____ |

II. PACKING AND DISTRIBUTION (includes gathered parts):

- (a) Bulk Shipmentsper address\$ _____
- (b) Mailed Shipmentsper address\$ _____

(Initials)

SECTION 4. – SCHEDULE OF PRICES

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. 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)
