

Program No 00255 Term DATE OF AWARD To 10/31/17												
TITLE: Duplicating/Copying Program for Court Transcripts												
			Data Management Internationale New Castle, Delaware		Global Document Services Northfield, NJ		Gray Graphics Capitol Heights, MD		Printing By Evergreen Beltsville, MD		Ideal Scanners and Systems Rockville, MD	
	<b>Basis of Award</b>	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	
<b>Item No.</b>	<b>Description</b>										<b>CURRENT CONTRACTOR</b>	
<b>I. DUPLICATING/COPYING, PACKING AND DISTRIBUTION:</b>												
(a)	Per imaged leaf (2 pages per leaf, one side imaged and one side blank.....per 100 leaves	122,425	\$ 1.48	181,189.00	\$ 6.900	844,732.50	\$ 2.00	244,850.00	\$ 4.00	489,700.00	\$ 3.00	367275
(b)	Scan documents to PDF file format.....per page	45,992	\$ 0.09	4,139.28	\$ 0.069	3,173.45	\$ 0.05	2,299.60	\$ 0.06	2,759.52	\$ 0.05	2299.6
©	Save on CD with titled white label and inserted Into Tyvek sleeve with window and flap.....	102	\$ 5.00	510.00	\$ 10.00	1,020.00	\$ 20.00	2,040.00	\$ 2.50	255.00	\$ 1.00	102
<b>II. BINDING:</b>												
	Binding with Acco-type fasteners (including cost of fasteners, cover sets and inserting any furnished certification page).....per volume	169	\$ 5.00	845.00	\$ 5.00	845.00	\$ 2.50	422.50	\$ 5.00	845.00	\$ 3.50	591.5
<b>III. PREMIUM PAYMENTS:</b>												
	Percentage Increase.....											
<b>CONTRACTOR SUBTOTALS</b>				<b>\$186,683.28</b>		<b>\$849,770.95</b>		<b>\$249,612.10</b>		<b>\$493,559.52</b>		<b>\$370,268.10</b>
	<b>PREMIUM PAYMENTS</b>	25%		<b>\$46,670.82</b>		<b>\$212,442.74</b>		<b>\$62,403.03</b>		<b>\$123,389.88</b>		<b>\$92,567.03</b>
	<b>PERCENTAGE INCREASE</b>		5%	<b>\$2,333.54</b>	10.00%	<b>\$21,244.27</b>	5.00%	<b>\$3,120.15</b>	25.00%	<b>\$30,847.47</b>	10%	<b>\$9,256.70</b>
<b>SUBTOTALS &amp; PERCENTAGE INCR.</b>				<b>\$189,016.82</b>		<b>\$871,015.22</b>		<b>\$252,732.25</b>		<b>\$524,406.99</b>		<b>\$379,524.80</b>
	<b>DISCOUNT</b>		3%	<b>\$5,670.50</b>	0.05%	<b>\$435.51</b>	2.00%	<b>\$5,054.65</b>	1.00%	<b>\$5,244.07</b>	0%	<b>\$0.00</b>
<b>DISCOUNTED TOTALS</b>				<b>\$183,346.32</b>		<b>\$870,579.71</b>		<b>\$247,677.61</b>		<b>\$519,162.92</b>		<b>\$379,524.80</b>

U.S. GOVERNMENT PRINTING OFFICE  
Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Duplicating/Copying Program for Court Transcripts  
as requisitioned from the U.S. Government Printing Office (GPO) by the

Department of Health and Human Services

Centers for Medicare and Medicaid Services (CMS)

Single Award

**TERM OF CONTRACT:** The term of this contract is for the period beginning date of award and ending October 31, 2017, plus up to four (4) optional 12-month extension periods that may be added in accordance with the "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in Section 1 of this contract.

**BID OPENING:** Bids shall be publicly opened at 11 a.m., prevailing Washington, DC time, on November 15, 2016.

**BID SUBMISSION:** Submit bid in pre-addressed envelope furnished with solicitation or send to: U.S. Government Publishing Office, Bid Section, Room C-848, Stop: PPSGB, 732 North Capitol Street, NW, Washington, DC 20401. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO Bid Section, Fax No. (202) 512-1782. The program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2, as revised June 2001. Hand delivered bids are to be taken to: GPO Bookstore, 710 North Capitol Street, NW, Washington, DC, between the hours of 8:00 a.m. and 4:00 p.m., prevailing Washington, DC time, Monday through Friday. The contractor is to follow the instructions in the Bid Submission/Opening area. If further instruction or assistance is required, call (202) 512-0526.

**PRODUCTION AREA:** It is assumed that all production facilities used in the manufacture of the products ordered under this contract will be located within a 30-mile radius of Baltimore, Maryland.

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.

Abstracts of the contract prices are available on our website  
<http://www.gpo.gov/gpo/abstracts/abstract.action?region=Central>

For information of a technical nature call Kevin Hodges (202) 512-0310 (No collect calls) or e-mail khodges@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. 6/01)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding, (GPO Pub. 310.1, effective May 1979, (Rev. 8/02).

**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/pdfs/vendors/contractdisputes.pdf](http://www.gpo.gov/pdfs/vendors/contractdisputes.pdf). This June 2008 clause also cancels and supersedes any other disputes language currently included in existing contractual actions.

**DUPLICATING/COPYING:** For the purposes of this contract, duplicating/copying shall be defined as the reproduction of furnished material by means of equipment employing the lithographic process and/or copier-duplicating machines, employing electrostatic, thermal, or other copying processes.

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

Product Quality Levels:

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

	<u>Attribute</u>	<u>Specified Standard</u>
P-7.	Type Quality and Uniformity	Camera Copy
P-8.	Halftone Match (Single and Double Impression)	Camera Copy

**OPTION TO EXTEND THE TERM OF THE CONTRACT:** The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed three years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "EXTENSION OF CONTRACT TERM" clause. See also "ECONOMIC PRICE ADJUSTMENT" for authorized pricing adjustment(s).

**EXTENSION OF CONTRACT TERM:** At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

**ECONOMIC PRICE ADJUSTMENT:** The pricing under this contract shall be adjusted in accordance with this clause, provided that in no event will any pricing adjustment be made that would exceed the maximum permissible under any law in effect at the time of the adjustment. There will be no adjustment for orders placed during the first period specified below. Pricing will thereafter be eligible for adjustment during the second and any succeeding performance period(s). For each performance period after the first, a percentage figure will be calculated as described below and that figure will be the Economic Price Adjustment for that entire next period. Pricing adjustments under this clause are not applicable to reimbursable postage or transportation costs, or to paper, if paper prices are subject to adjustment by separate clause elsewhere in this contract.

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from the date of award to October 31, 2017, 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 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, 2016, 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.

**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 an on-site Pre-award 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.

**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, 2017, 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" 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 short-run, duplicating/copying with a fast schedule requiring such operations as duplicating/copying, binding, packing, distribution, and when requested scan to a PDF, and save on a CD Rom.

**TITLE:** Duplicating/Copying Program for Court Transcripts.

**FREQUENCY OF ORDERS:** Approximately 1 to 15 orders per month. No more than two orders will be placed per day.

**QUANTITY:** Approximately 3 to 15 copies per order with an average of 5 copies per order.

**NUMBER OF PAGES:** Approximately 40 to 7,000 pages per order; an occasional order may exceed 7,000 pages.

Approximately 85% of orders will be over 1,000 up to 7,000 pages per order.

### **TRIM SIZE:**

Text: 8-1/2 x 11" (including album style).

Cover: 9 x 12" (including album style).

### **GOVERNMENT TO FURNISH:**

Camera copy consisting of line art (text and solids) and photoprints (maximum copy size 11 x 22") to be reproduced at various focuses or same size (90% of copy will reproduce same size). Screening of photoprints is not required. Camera copy may be tab dividers, ledger, cover, text and/or card stock in various sizes, kinds and colors. Condition of furnished materials may require additional handling, e.g., bent corners, curl, un-jogged, etc.

Printed top certification text pages (most orders).

One reproduction proof, Form 905 (Rev. 6/03) with labeling and marking specifications.

Identification markings such as register marks, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried on copy, 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 products in accordance with these specifications.

**REPRODUCIBLES:** The contractor must make all reproducibles required. Reproducibles may be destroyed 30 days after delivery of the finished product.

**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. 12" dated March 2011.

Text: At contractor's option:

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

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

White Plain Copier, Xerographic (Qualified Product), basis weight: 20 lbs. per 500 sheets, 17 x 22", equal to JCP Code 0-60.

Cover: Pressboard, 20 point, 9 x 11-1/2", red or brown (Pantone 180 or 193).

For products binding on the left (11") side, covers must have a cloth/canvas/fabric with reinforced hinge on the 11-1/2" side. Hinge to contain three drilled holes, 5/16" diameter, 4-1/4" center to center, similar to Smead Brand #R129 Cover sets.

For products binding on the top (8-1/2") edge, covers must have a cloth/canvas/fabric with reinforced hinge on the 9" side. Hinge to contain two drilled holes, 5/16" diameter, 2-3/4" center to center similar to Oxford Pressboard #7114 Brand Cover sets.

**DUPLICATING/COPYING:** Duplicate/copy text pages one side only (approx. 99% of orders) in black ink. No printing on cover. When requested, Scan documents to a PDF format, and save on CD. Disks are to be labeled in black ink with title of the document on a white label. The disks are to be inserted into a Tyvek window sleeve with flap. The label must be placed to show through the window on the sleeve. The number of copies for CDs will be indicated on the print order. Approximately 85% of the orders will require the production of CDs.

**MARGINS:** Maintain margins as indicated on copy. Maintain sufficient left margin to prevent drill-through of text matter.

**BINDING:**

Trim four sides.

Gather printed pages and furnished top certification text pages (first page in each set) in sequence specified, insert into covers, and bind in covers with Acco, or similar, prong-type fasteners with compressors. The hidden hinge pressboard covers may be ordered to be placed either on the top (8-1/2") edge or on the left (11") side of product as requested. The binding type needed will be listed on the print order.

***NOTE:** It is anticipated that approximately 50% of the orders will require the binding on the top (8-1/2") edge.*

Products may be ordered bound in separate volumes (maximum 650 leaves per volume).

For products binding on the left (11") side: Drill three 5/16" diameter holes centered on the left side, 4-1/4" center to center. Center of holes to be 3/8" from left edge of product.

For products binding on the top (8-1/2") edge: Drill two 5/16" diameter holes centered on the top edge, 2-3/4" center to center. Center of holes to be 3/8" from top edge of product.

***NOTE:** Fasteners must be placed through the holes in the covers to create a hidden hinge (fastener does not show on the outside of the covers when covers are in the closed position).*

**PACKING:** Pack in shipping containers.

Multiple volume sets are to be packaged in shipping containers as complete sets, so that the ordering agency can immediately prepare complete sets for redistribution through the U.S. Postal Service.

**LABELING AND MARKING:** Reproduce shipping container label from furnished repro, fill in appropriate blanks and attach to shipping containers. If a complete set constitutes more than one box, each box of the set must be labeled as such: 1 of 4, 2 of 4 etc.

**DISTRIBUTION:**

Deliver f.o.b. destination to CMS-OBA, Office of the Attorney Advisor, Room C3-01-20, 7500 Security Boulevard, Baltimore, MD 21244. Attn: Laura Smith Phone: 410-786-0389.

Inside delivery to room number specified is required.

Upon completion of each order, all furnished material must be packaged separately and returned with the finished product.

All expenses incidental to returning materials and furnishing sample copies 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).

No definite schedule for pickup of material can be predetermined.

Furnished material must be picked up from and delivered to HHS Centers for Medicare and Medicaid Services (CMS) (formerly HCFA-OICS), Printing Section, Room SL-12-01, 7500 Security Boulevard, Baltimore, MD 21244. Contacts are Terry Gartrell 410-786-4179 or Keith Williams 410-786-7855.

The following schedule begins after notification of the availability of print order and furnished material:

**When contractor is notified before 12:00 p.m. (Noon), the workday of notification will be the first workday of the schedule.**

**When contractor is notified after 12:00 p.m. (Noon), the workday after notification will be the first workday of the schedule.**

Delivery must be received by 3:30 p.m. (local time) Monday through Friday, excluding Government holidays.

**REGULAR SCHEDULE:**

Complete production and delivery must be made within 4 to 5 workdays, as indicated on the print order.

**ACCELERATED SCHEDULE:**

Approximate 25% of the orders will require complete production and delivery within 2 to 3 workdays, as indicated on the print order, regardless of the number of pages ordered.

When an accelerated schedule is required, it will be indicated as such on the print order.

These orders will be paid for at the premium rate.

The ship/deliver date indicated on the print order is the date products ordered f.o.b. destination must be delivered to the destination specified.

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.

Upon completion of each order, the contractor is to notify Shared Support Services Compliance Section via e-mail to [compliance@gpo.gov](mailto:compliance@gpo.gov) or by calling (202) 512-0520 or faxing (202) 512-1364. Personnel receiving the e-mail or call will be unable to respond to questions of a technical nature or transfer any inquiries.

### SECTION 3. – DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the “SCHEDULE OF PRICES” to the following units of production which are the estimated requirements to produce one year’s production under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period of time.

**PREMIUM PAYMENTS:** Orders requiring an accelerated schedule will be offered and paid for at the premium rate in accordance with the contractor's offered percentage in the “SCHEDULE OF PRICES”.

All other orders with a regular schedule will be paid for at the basic prices offered.

It is estimated that 25% of the orders placed on this contract will be for the accelerated schedule. Therefore, premium payments will enter into the Determination of Award by applying the percentage increase offered for the accelerated schedules in the “Schedule of Prices” (Item III.) to **25% of the total price offered for all Items**. This additional cost will be included in the total bid and will be used to determine the lowest bid.

Failure of the contractor to deliver work at the time specified will result in disallowance of premium payments that were anticipated and the contractor will not list such items on their voucher.

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

- I. a. 122425
- b. 45992
- c. 102
- II. 169

**SECTION 4. – SCHEDULE OF PRICES**

Bids offered are f.o.b. destination.

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

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared nonresponsive.

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

Bids submitted with NB (No Bid) 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.

Invoices submitted to GPO by contractor must have line-item pricing identified using the same outline numbering format used for the “Schedule of Prices” in the contract specifications. Each line-item must be been labeled with the outline number of the corresponding task/item specified in the “Schedule of Prices” (for example: II. (a).1).

Fractional parts of 100 will be prorated at the per 100 rate.

**I. DUPLICATING/COPYING, PACKING, AND DISTRIBUTION:** Prices offered shall include the cost of all required materials and operations (except binding) necessary for the complete production and distribution of the product listed in accordance with these specifications.

a. Per imaged leaf (2 pages per leaf, one side imaged and one side blank)  
.....per 100 leaves.....\$ \_\_\_\_\_

b. Scan documents to PDF file format.....per page.....\$ \_\_\_\_\_

c. Save on CD with titled white label and inserted into Tyvek sleeve with window and flap.....\$ \_\_\_\_\_

**II. BINDING:**

Binding with Acco-type fasteners (including cost of fasteners, cover sets  
and inserting any furnished certification page)..... per volume .....\$ \_\_\_\_\_

**III. PREMIUM PAYMENTS:** Premium payments will apply to **all Items**. This is only authorized for orders placed on the “ACCELERATED SCHEDULE” as defined in these specifications.

Percentage Increase ..... %

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..... \_\_\_\_\_

INSTRUCTIONS FOR BID SUBMISSION: Fill out "SECTION 4.- SCHEDULE OF PRICES", initialing or signing each page in the space(s) provided. Submit two copies (original and one exact duplicate) of the "SCHEDULE OF PRICES" with two copies of GPO Form 910, "BID" form. Do not enter bid prices on GPO Form 910; prices entered in the "SCHEDULE OF PRICES" will prevail.

Bidder \_\_\_\_\_

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

By \_\_\_\_\_

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

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

\_\_\_\_\_  
(Telephone Number)