

Program No 2229-S R1								
Term: Date of Award to 02/28/19								
TITLE: Audio/Video Conversion and Analog/Digital Media Duplication Services								
					<b>DupeCoop, LLC</b>			
					<b>New York, NY</b>			
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>BASIS OF AWARD</b>	<b>UNIT RATE</b>	<b>COST</b>				
<b>I.</b>	<b>AUDIO AND VIDEO CONVERSION/REPAIR/DUPLICATION or REPLICATION/HARD DRIVE CLONING: AUDIO AND VIDEO CONVERSION/REPAIR/DUPLICATION or REPLICATION/HARD DRIVE CLONING:</b>							
(a)(1)	Time-lapse video, audio and digital file conversion (including saved digital media) Grade "A" per hour	100	55.00	\$ 5,500.00				
(a)(2)	Time-lapse video, audio and digital file conversion (including saved digital media) Grade "B" per hour	30	6.00	\$ 180.00				
(b)	Repair..... per hour	65	NC	\$ -				
(c)	Duplication or replication (1 to 1)							
1.	CD/DVD Single-layer ..... per unit	8	12.00	\$ 96.00				
2.	CD/DVD Dual-layer disc..... per unit	7	6.00	\$ 42.00				
3.	Blu-ray Single layer disc..... per unit	7	7.00	\$ 49.00				
4.	Blu-ray Dual layer disc.....per unit	7	7.00	\$ 49.00				
(d)	Flash drives..... per unit	6	65.00	\$ 390.00				
(e)	Hard Drive cloning..... per unit	8	425.00	\$ 3,400.00				
<b>II.</b>	<b>STORED DIGITAL MEDIA: Price includes set or sets of digital media retained for future procurements and storage space:. per print order</b>	10	NC	\$ -				
<b>III.</b>	<b>PACKING:</b>							
(a)	All digital media..... per package	10	NC	\$ -				
(b)	Re-packaging Gov't furnished material.....per package	10	NC	\$ -				
	<b>CONTRACTOR TOTALS</b>			\$ 9,706.00				
	<b>DISCOUNT</b>		0%	\$ -				
	<b>DISCOUNTED TOTALS</b>			\$ 9,706.00				
				<b>AWARDED</b>				

U.S. GOVERNMENT PUBLISHING OFFICE  
Philadelphia Regional Office

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

*Audio/Video Conversion and Analog/Digital Media Duplication Services*

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

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

Single Award

**TERM OF CONTRACT:** The term of this contract is for the period beginning Date of Award and ending February 28, 2019 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 THE CONTRACT" clause in SECTION 1 of this contract.

**BID OPENING:** Bids shall be publicly opened at 11:00 a.m., prevailing Philadelphia, PA time, on March 1, 2018.

**BID SUBMISSION:** Submit bid in pre-addressed envelope furnished with solicitation or send to: U.S. Government Publishing Office, Customer Services, Philadelphia Regional Office, Agency Procurement Facsimile Services, Southampton Office Park, 928 Jaymor Road, Suite A-190, Southampton, PA 18966-3820. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO, Fax No. (215) 364-6476. 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 January 2018. Hand delivered bids are to be taken to: GPO, 928 Jaymor Road, Suite A-190, Southampton, PA 18966, between the hours of 9:00 a.m. and 4:00 p.m., prevailing Philadelphia, PA, time, Monday through Friday. The contractor is to follow the submission instructions in the Bid Submission/Opening area. If further instruction or assistance is required, call (215) 364-6465.

**RESTRICTION ON LOCATION OF PRODUCTION FACILITIES:** All production facilities used in the manufacture of the product(s) ordered under this contract must be located within a 50-mile radius of zip code 10007.

**BIDDERS, PLEASE NOTE:** These specifications have been extensively revised; therefore, all bidders are cautioned to familiarize themselves with all provisions of these specifications before bidding, with particular attention to the following:

The GPO 910 "BID" Form is no longer required. Bidders are to fill out, sign/initial, as applicable, all pages of SECTION 4. – SCHEDULE OF PRICES.

GPO has issued a new *GPO Publication 310.2, GPO Contract Terms - Solicitation Provisions, Supplemental Specifications, and Contract Clauses (Rev 1-18)*. Prospective bidders should carefully read this publication as the applicable terms within become an integral part of this contract. The document is posted at <https://www.gpo.gov/how-to-work-with-us/vendors/forms-and-standards> along with a list of major revisions.

Abstracts of contract prices are available at <https://www.gpo.gov/how-to-work-with-us/vendors/contract-pricing>.

For information of a technical nature, contact Diane Peluso at 215-364-6465 x4 or email [dpeluso@gpo.gov](mailto:dpeluso@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 8-02)).

**SUBCONTRACTING:** No subcontracting allowed.

NOTE: Because this is a service contract, there is no real quality standard other than, typical physical description; products that provide general information. Utility is important (selected format per language), as well as basic clean appearance. Finishing must be of an accuracy, durability, and appearance that do not impair the function of the product.

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

Product Quality Levels:

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

**DVD DUPLICATION/REPLICATION:** Several firms claim patent rights, which may be applicable to DVD replication. For example, see <http://www.licensing.philips.com>. U.S. Philips Corporation and Sony Corporation claim to hold patents for certain technologies essential to the manufacture and replication of DVDs and assert it is impossible to manufacture or replicate a DVD without infringing these patents. The patent claims cover, among other things, both the physical structure of and manner in which data is encoded on a DVD. Other firms, including Discovision Associates, Irvine, CA, also claim similar patent rights.

By submission of a bid, bidders certify that they hold a license under all patents applicable to their duplication/replication of DVDs.

Each bidder's attention is invited to the patent indemnification provisions of GPO Contract Terms (Publication 310.2 (Rev. 01-18)) since the successful bidder will be responsible for compliance with all applicable patents, including any for DVDs.

**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 five (5) 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 Date of Award through February 28, 2019, 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 November 30, 2017, 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.

**PREAWARD SURVEY:** In order to determine the responsibility of the contractor, the Government reserves the right to conduct an on-site preaward survey at the contractor's facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

**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.

**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.

The files provided by the ordering agency are considered "LAW ENFORCEMENT SENSITIVE" and "LIMITED OFFICIAL USE" and protected from public disclosure.

**POSTAWARD CONFERENCE:** Unless waived by the Contracting Officer, the total requirements of the job as indicated in these specifications will be reviewed by Government representatives with the contractor's representatives at the U.S. Government Publishing Office, Philadelphia, PA, immediately after award. At the Government's option, the postaward conference may be held via teleconference.

**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 February 28, 2019 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. 01-18)) is amended for the solicitation to the effect that the warranty period is EXTENDED from 120 days to one calendar year from the date the check is tendered as final payment. All other provisions remain the same.

**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.

**PAYMENT:** Immediately upon completion of a print order, the contractor shall submit an itemized statement for billing to the Department of Justice for examination and certification as to the correctness of the billing. Submit billing to the Department of Justice, U.S. Attorney's Office, Southern District of New York, 1, St. Andrews Plaza, New York, NY 10007 or email to the point of contact per print order.

*After agency verification*, submit 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/agency/billing-and-payment>.

Contractor's billing invoice must be itemized in accordance with the items in the "SCHEDULE OF PRICES."

## SECTION 2. - SPECIFICATIONS

**SCOPE:** These specifications cover the production of audio and video proprietary files, analog and digital, requiring such operations as electronic prepress, enhancement, repair, conversion and replication/duplication from and to various digital media as forensic materials.

**TITLE:** Audio/Video Conversion and Analog/Digital Media Duplication Services.

**FREQUENCY OF ORDERS:** Approximately 5 to 15 orders per year.

**QUANTITY:** Approximately 1 to 10 storage devices per print order.

### **GOVERNMENT TO FURNISH:**

Electronic Media:

Platform: Various surveillance audio and video formats (raw data) in the public sector and law enforcement recording tools.

Storage Media: Audio cassette tapes, VHS, Beta tapes, CD-ROMs, DVDs, Blue-Ray discs, USB flash drives and external hard drives.

Files may also be stored/transferred between the ordering agency and contractor using a proprietary online file sharing and storage system. The ordering agency will issue login credentials to contractor for the exclusive purpose of facilitating the transfer of files between authorized individuals.

Software: Various commercially available and/or proprietary file formats including but not limited to .mov, .avi, .fly, .h246, .ogg, .mp3, .mp4, .mpeg, .wmv, .hawk, .fbird, .der, .dat, .ssf, .psf, .rem, .dxa, .day, .sdr2, .n3r, .G64, .wav, .aiff, .flac, .m4a, .wma, .3gp, .amr, .aac files.

Note: All software upgrades (for specified applications) which may occur during the term of the contract, must be supported by the contractor.

Labeling: The ordering agency will provide the case title and/or case number and print order number for the digital media per print order.

The ordering agency will originate the chain of custody form (physical/digital paper trail) with each print order. This form will include a description of materials being transferred, printed names and signatures of persons providing materials and the date and time of such transactions.

Identification markings such as register marks, commercial identification marks of any kind, etc., except GPO imprint, 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, to include audio/video conversion software and codecs.

Contractor to convert Government furnished material into open formats, playable by Windows Media Player and/or VLC Player.

Contractor must be able to perform video screen captures of video files.

Contractor must be able to isolate and enhance clarity of audio/video clips as instructed by the ordering agency.

Files must meet standards for legal investigation and court presentation proceedings.

One set of multimedia files will be stored by the contractor on a secure hard drive or server for future procurements to authorized, specified parties (i.e., defense attorneys) by the U.S. Attorney's Office. The contractor shall receive this information via email or fax. The contractor shall keep a record of authorized parties and the U.S. Attorney's Office personnel authorizing the party.

Payment by the specified parties will use contract pricing and billed directly by the contractor at the per hour or per unit of the stored material to digital media. The Government is not liable for these procurements.

Storage of audio/video files to digital media will be maintained for the duration of the term contract. The storage cost will be billed to the ordering agency one time per print order.

**WARNING:** The production and storage of this material requires the greatest possible care in handling to ensure against any copies (or any information therein) from reaching unauthorized persons.

**ELECTRONIC PREPRESS (for conversion/duplication services):**

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 the point of contact per print order.

The contractor shall make all revisions to the electronic files.

Prior to making revisions, the contractor shall copy the furnished files and make all changes to the copy.

**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.

Government Paper Specification Standards No. 12 – [https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/vol\\_12.pdf?sfvrsn=2](https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/vol_12.pdf?sfvrsn=2).

*Labels:* White Gummed, Conventional Adhesive, basis weight: 16 lbs., per 500 sheets, 17 x 22", equal to JCP Code O-10.

**PRINTING:**

Paper labels print face only in black for flash drives and hard drives.

Optical disc titles print directly onto surface, in black.

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

**BINDING:**

Labels: Trim four sides.

**AUDIO AND VIDEO CONVERSION/REPAIR/DUPLICATION OR REPLICATION/HARD DRIVE CLONING:**

Conversion: Convert from native files, including video screen capture (screen shots) and time-lapse videos to formats as specified per print order. This includes preserving the quality of the files and the editing process for noise reduction, improved clarity and resolution, and saving to digital media.

Repair: Physically repair damaged tapes.

Duplication or Replication: One to one optical discs/flash drive.

Hard Drive Cloning: Copying contents from external hard drives to external hard drives.

**GRADE DEFINITIONS:**

Grade "A": Light-Medium Intervention.

Audio and video relatively clear. Low to moderate enhancements required, e.g. clear conversations, minimal volume changes.

Grade "B": Heavy Intervention.

Audio and video enhancements and repairs with difficult or extensive manual intervention required, e.g. background noises, major volume changes.

**LABELING AND MARKING:** Contractor to download the "Labeling and Marking Specifications" form (GPO Form 905, R. 7-15) from [gpo.gov](http://gpo.gov), fill in appropriate blanks, and attach to shipping containers.

**PACKING:**

Disc Packaging: The contractor shall first slip each disc into a common, commercially available CD/DVD slim line jewel case with the labeled side of the disc facing up.

Furnished Material will be re-packed in same carton, box, etc., as provided.

Bulk Shipments: Pack in shipping containers not to exceed 45 pounds when fully packed.

Pack carefully to ensure that the digital media is not damaged in transit.

**DISTRIBUTION:**

Deliver f.o.b. destination to the U.S. Attorney's Office or other partnered local, state, and federal law enforcement agencies within the 50-mile radius of the New York, NY 10007 zip code.

At Government's option, all small packages, not delivered by the contractor's vehicle, must be transported by traceable means via a small freight carrier. This includes the return of Government furnished material.

The ordering agency will provide their small freight carrier account numbers. The contractor is cautioned that the account numbers may be used only for the purpose of mailing material produced under this contract.

No deviations from shipping instructions will be permitted.

Upon completion of each order, the contractor MUST email copies of all delivery/shipping receipts to the address specified on the print order.

The contractor must be able to produce the chain of custody form for all materials handled throughout the term of the contract.

All expenses incidental to picking up and returning materials must be borne by the contractor for the f.o.b. destination deliveries.

**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).

Print orders and furnished material must be picked up from the U. S. Attorney's Office, or partnered local, state, and federal law enforcement agencies within the 50 mile radius of the New York, NY 10007 zip code.

At the Government's option, material may be mailed via FedEx, UPS, or a proprietary online file sharing system.

On occasion, the ordering agency or its partnered agencies may require an on-site official remain at the contractor's site during the handling of the material.

In-person pickups/deliveries for the U.S. Attorney's Office will be the central mailroom located inside.

If a vehicle is to be utilized, the contractor must provide the U.S. Attorney's Office point of contact with the name of the individual, make, model and license plate number of the vehicle, at least 24 hours in advance. Vehicles may be subject to a thorough security check at a U.S. Marshals Service vehicle checkpoint.

No definite schedule for pickup of material/placement of orders can be predetermined.

The following schedule begins the workday after notification of the availability of print order and furnished material; the workday after notification will be the first workday of the schedule.

Orders must be completed and delivered within one (1) to seven (7) workdays.

Occasional orders, (approximately 5%), the contractor will be allowed three (3) to seven (7) additional workdays for large and complex orders as such as high profile cases with multiple defendants, as indicated per print order.

Pick up and deliveries can be made workdays from 8:00 a.m. to 4:30 p.m.

The ship/deliver date indicated on the print order is the date products ordered for delivery f.o.b. destination must be delivered to the destination(s) specified, and the date products ordered for shipping via traceable means must be picked up by small freight carrier.

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.

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 Philadelphia Regional Office via e-mail to [infophiladelphia@gpo.gov](mailto:infophiladelphia@gpo.gov) or by calling (215) 364-6465 or faxing (215) 364-6476. 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 (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)  | 100  | 30  |
| (b)     | 65   |     |
| (c)     | 1. 8 |     |
|         | 2. 7 |     |
|         | 3. 7 |     |
|         | 4. 7 |     |
| (d)     | 6    |     |
| (e)     | 8    |     |
| II.     | 10   |     |
| III.(a) | 10   |     |
| (b)     | 10   |     |



**SECTION 4. - SCHEDULE OF PRICES**

Bids offered are f.o.b. destination.

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. 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), 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.

**I. AUDIO AND VIDEO CONVERSION/REPAIR/DUPLICATION or REPLICATION/HARD DRIVE CLONING:** Prices offered shall include the cost of all required materials and operations (including paper and direct printing labels, inserting CD/DVD's into jewel cases necessary for the complete production and distribution of the products listed in accordance with these specifications.

	<u>Grade "A"</u>	<u>Grade "B"</u>
	(1)	(2)
(a) Time-lapse video, audio and digital file conversion (including saved digital media) ..... per hour .....	\$ _____	\$ _____
(b) Repair ..... per hour.....	\$ _____	\$ _____
(c) Duplication or replication (1 to 1)		
1. CD/DVD Single-layer disc..... per unit .....	\$ _____	\$ _____
2. CD/DVD Dual-layer disc ..... per unit.....	\$ _____	\$ _____
3. Blu-ray Single-layer disc ..... per unit.....	\$ _____	\$ _____
4. Blu-ray Dual layer ..... per unit.....	\$ _____	\$ _____
(d) Flash drives ..... per unit.....	\$ _____	\$ _____
(e) Hard drive cloning ..... per unit.....	\$ _____	\$ _____

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

**II. STORED DIGITAL MEDIA: Price includes set or sets of digital media retained for future procurements and storage space:**

The storage cost will be billed to the ordering agency one time per print order.

All digital media ..... per print order.....\$\_\_\_\_\_

**III. PACKING:**

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 when processed through a small freight carrier.

(a) All digital media ..... per package .....\$\_\_\_\_\_

(b) Re-packaging Government furnished material..... per package .....\$\_\_\_\_\_

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

**SHIPMENT(S):** Shipments will be made from: City \_\_\_\_\_, State \_\_\_\_\_

The city(ies) indicated above will be used for evaluation of transportation charges when shipment f.o.b. contractor’s city is specified. 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 Solicitation 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 points(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 fax or mail, fill out and return one copy of all pages in “SECTION 4. – SCHEDULE OF PRICES,” including initialing/signing where indicated.

Failure to sign the signature block below may result in the bid being declared non-responsive.

Bidder \_\_\_\_\_  
(Contractor 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)

Contracting Officer Review \_\_\_\_\_ Date \_\_\_\_\_ Certifier \_\_\_\_\_ Date \_\_\_\_\_