

<b>Program No. 2231-S Term: Date of Award To 07/31/20</b>						
<b>TITLE: Appellate Briefs, Appendixes, and Addendums</b>						
			<b>RECORD PRESS, INC.</b>		<b>GPO Estimate</b>	
			<b>NEW YORK</b>			
		<b>BASIS OF</b>				
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>AWARD</b>	<b>UNIT RATE</b>	<b>COST</b>	<b>UNIT RATE</b>	<b>COST</b>
I.	<b>PRINTING AND BINDING:</b>					
(a)	<i>Cover (White JCP L20) (6-1/8 x 9-1/4"): Printing Cover 1 in black ink only, including typesetting and binding</i>					
	<b>(1) Makeready and or Setup.....per complete cover</b>	4	\$ 13.00	\$ 52.00	\$ 12.80	\$ 51.20
	<b>(2) Run.....per 10 copies</b>	10	\$ 15.00	\$ 150.00	\$ 11.29	\$ 112.90
(b)	<i>Cover (White JCP L20) (8-1/2 x 11"): Printing Cover 1 in black ink only, including typesetting and binding</i>			\$ -		\$ -
	<b>(1) Makeready and or Setup.....per complete cover</b>	68	\$ 13.00	\$ 884.00	\$ 12.80	\$ 870.40
	<b>(2) Run.....per 10 copies</b>	116	\$ 15.00	\$ 1,740.00	\$ 11.29	\$ 1,309.64
(c)	<i>Cover (Colored JCP L20) (6-1/8 x 9-1/4"): Printing Cover 1 in black ink only, including typesetting and binding</i>			\$ -		\$ -
	<b>(1) Makeready and or Setup.....per complete cover</b>	96	\$ 13.00	\$ 1,248.00	\$ 12.80	\$ 1,228.80
	<b>(2) Run.....per 10 copies</b>	194	\$ 15.00	\$ 2,910.00	\$ 11.29	\$ 2,190.26
(d)	<i>Cover (Colored JCP L20) (8-1/2 x 11"): Printing Cover 1 in black ink only, including typesetting and binding</i>			\$ -		\$ -
	<b>(1) Makeready and or Setup.....per complete cover</b>	32	\$ 13.00	\$ 416.00	\$ 12.80	\$ 409.60
	<b>(2) Run.....per 10 copies</b>	64	\$ 15.00	\$ 960.00	\$ 11.29	\$ 722.56
(e)	<i>Brief or Brief w/Addendum (6-1/8 x 9-1/4" on Ivory JCP A63): Printing text in black ink only, incl. binding</i>			\$ -		\$ -
	<b>(1) Makeready and/or Setup.....per printed page</b>	5,408	\$ 0.65	\$ 3,515.20	\$ 1.50	\$ 8,112.00
	<b>(2) Running Per 10 Copies..... per 10 copies</b>	11,636	\$ 2.00	\$ 23,272.00	\$ 1.88	\$ 21,875.68
(f)	<i>Brief or Appendix (8-1/2 x 11" on White JCP A80): Printing text in black ink only, incl. binding</i>			\$ -		\$ -
	<b>(1) Makeready and/or Setup..... per printed page</b>	4,400	\$ 0.65	\$ 2,860.00	\$ 1.50	\$ 6,600.00
	<b>(2) Running Per 10 Copies..... per 10 copies</b>	8,800	\$ 1.90	\$ 16,720.00	\$ 1.88	\$ 16,544.00

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(g)	<i>Appendix (8-1/2 x 11" on White JCP A60):</i>			\$ -		\$ -
1.	Text: Printing in black ink only, incl. binding per printed page			\$ -		\$ -
(1)	<b>Makeready and/or Setup.....per printed page</b>	12,680	\$ 0.50	\$ 6,340.00	\$ 1.50	\$ 19,020.00
(2)	<b>Running..... Per 10 copies</b>	21,226	\$ 1.90	\$ 40,329.40	\$ 1.88	\$ 39,904.88
2.	Text: Printing in color, incl. inserting pages in proper sequence and binding			\$ -		\$ -
(1)	<b>Makeready and/or Setup..... per printed page</b>	96	\$ 0.50	\$ 48.00	\$ 1.50	\$ 144.00
(2)	<b>Running.....per 10 copies</b>	192	\$ 2.30	\$ 441.60	\$ 1.97	\$ 378.24
(h)	<i>Author's Alterations: Printing label for Cover 1 in black ink only</i>					
(1)	<b>Makeready and/or Setup..... per label</b>	4	\$ 4.00	\$ 16.00	\$ 0.40	\$ 1.60
(2)	<b>Running.....per 10 copies</b>	8	\$ 30.00	\$ 240.00	\$ 11.45	\$ 91.60
(i)	<i>Separator Sheet (on Blue JCP D10): Printing in black ink, incl. binding</i>					
(1)	<b>Makeready and/or Setup..... per printed page</b>	24	\$ 2.00	\$ 48.00	\$ -	\$ -
(2)	<b>Running ..... per 10 copies</b>	62	\$ 20.00	\$ 1,240.00	\$ -	\$ -
<b>II.</b>	<i>Insert Government furnished CDs, DVDs into sleeve..... per sleeve</i>	24	\$ 3.00	\$ 72.00	\$ -	\$ -
<b>III.</b>	<b>PACKING AND DISTRIBUTION</b>			\$ -		\$ -
(a)	<i>Bulk Deliveries: Packing and sealing in shipping container..... per container</i>	400	\$ 35.00	\$ 14,000.00	\$ 35.50	\$ 14,200.00
(b)	<i>Mailed Shipments: Single or multiple copies in a padded envelope or cushioned shipping bag...per envelope or bundle</i>	40	\$ 15.00	\$ 600.00	\$ 15.00	\$ 600.00
<b>IV.</b>	<b>PREMIUM PAYMENTS:</b>			\$ -		\$ -
	<i>Percentage Increase.....%</i>	5%		\$ -		\$ -
	<b>CONTRACTOR SUBTOTAL (not incl. premium payments)</b>			<b>\$ 118,102.20</b>		<b>\$ 134,367.36</b>
	<b>PREMIUM PAYMENT (5% of total order amount for evaluation of overtime period)</b>	5%		<b>\$ 5,905.11</b>		<b>\$ 6,718.37</b>
	<b>PREMIUM PAYMENT (bidder's percentage increase applied to 5% of total order amount for overtime schedule)</b>		5%	<b>\$ 295.26</b>	5%	<b>\$ 335.92</b>
	<b>SUBTOTAL PLUS Premium Payment</b>			<b>\$ 118,397.46</b>		<b>\$ 134,703.28</b>
	<b>DISCOUNT - 25 Days</b>	2.5%		<b>\$ 2,959.94</b>	2.50%	<b>\$ 3,367.58</b>
	<b>DISCOUNTED TOTALS</b>			<b>\$ 115,437.52</b>		<b>\$ 131,335.70</b>
				<b>AWARDED</b>		

U.S. GOVERNMENT PUBLISHING OFFICE  
Philadelphia Regional Office

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of  
Appellate Briefs, Appendixes, and Addendums  
as requisitioned from the U.S. Government Publishing Office (GPO) for the

United States Department of Justice (USDOJ)

Single Award

**TERM OF CONTRACT:** The term of this contract is for the period beginning Date of Award and ending July 31, 2020 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 August 30, 2019.

**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, Southampton Office Park, 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.

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

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

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

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.

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. 1-18)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (revised 8-02)).

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.pdf>.

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

**SUBCONTRACTING:** Subcontracting is 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	O.K. Proof/ Electronic Media

Prior to award, contractor may be required to provide information related to specific equipment that will be used for production.

**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 July 31, 2020, 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 April 30, 2019, 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.

**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 being considered for award shall be required to submit their proposal for the safeguarding and handling of the Government furnished material to the Contracting Officer via email within two (2) workdays of the Contracting Officer's request.

The contractor shall operate and maintain an effective security system whereby materials used to perform the contract are manufactured and/or stored (e.g., while awaiting distribution or disposal) so as to ensure against theft and/or the unauthorized possession of the materials. Contractor is cautioned that Government provided information

shall not be used for non-government business. Specifically, Government information shall not be used for the benefit of a third party.

The Government retains the right to conduct on-site security reviews at any time during this contract.

1. The plan shall contain at a minimum how Government files (data) will be secured to prevent disclosure to a third party prior to, during, and after termination of contract;
2. Explain how all accountable materials will be handled throughout all phases of production;
3. How the disposal of waste materials will be handled; and,
4. How all applicable Government-mandated security/privacy/rules and regulations as cited in this contract shall be adhered to by the contractor.

These proposed plans are subject to review and approval by the Government, and award will not be made prior to approval of same. The Government reserves the right to waive some or all of these plans.

*Option Years:* For each option year that may be exercised, the contractor will be required to re-submit, in writing, the above plans detailing any changes and/or revisions that may have occurred. The contractor should be prepared to submit these plans to GPO within three (3) workdays of the option year being exercised.

If there are no changes/revisions, the contractor will be required to submit to the Contracting Officer a statement confirming that the current plans are still in effect.

**PREAWARD SURVEY:** In order to determine the responsibility of the 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. 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
- 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)

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

**POSTAWARD CONFERENCE:** Unless waived by the Contracting Officer, the total requirements of the job as indicated in these specifications will be reviewed by Government representatives with the contractor's representatives at the GPO Philadelphia Regional Office (or by conference call at the Government's option) 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 Date of Award through July 31, 2020 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. 1-18)) is amended for the solicitation to the effect that the warranty period is EXTENDED from 120 days to one (1) calendar year from the date the check is tendered as final payment. All other provisions remain the same.

**PAYMENT:**

Submitting invoices for payment via the GPO fax gateway (if no samples are required) utilizing the GPO barcode coversheet program application is the most efficient method of invoicing. Instruction for using this method can be found at the following web address: <http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html>.

Invoices may also be mailed to: U.S. Government Publishing Office, Office of Financial Management, Attn: Comptroller, Stop: FMCE, Washington, DC 20401.

For more information about the billing process refer to the General Information of the Office of Finance web page located at <https://www.gpo.gov/how-to-work-with-us/vendors/how-to-get-paid>.

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

## SECTION 2. – SPECIFICATIONS

**SCOPE:** These specifications cover the production of perfect-bound legal materials, requiring such operations as pickup, electronic prepress, proofs, printing, Electronic Case Filing preparation, binding, packing, and distribution.

**TITLE:** Appellate Briefs, Appendixes, and Addendums

**FREQUENCY OF ORDERS:** Approximately 140 to 200 orders per year.

**QUANTITY:** Approximately 12 to 26 copies per order.

**NUMBER OF PAGES:** Approximately 20 to 600 pages.

**TRIM SIZES:**

6-1/8 x 9-1/4”

8-1/2 x 11”

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

Platform: Microsoft Windows 10 Enterprise Operating System.

Storage Media: Email.

Software: Microsoft Word and Outlook Office 2016, Adobe Acrobat Pro DC.

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

Fonts: All printer and screen fonts will be furnished/embedded, as applicable. Typeface and Type Styles will be indicated on the print order.

The contractor is cautioned that furnished fonts are the property of the Government and/or its originator. All furnished fonts are to be eliminated from the contractor's archive immediately after completion of the contract.

**Additional**

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

On occasion, the ordering agency will provide CD-ROMs, DVDs to be inserted into plastic sleeves.

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

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

All requirements for Electronic Case Filing (ECF) preparation and review will be done by the contractor for the ordering agency to perform the ECF. All documents for e-filing by contractor include creating, paginating, OCR, and numbering PDF files.

**LIABILITY OF GOVERNMENT OWNED PROPERTY:** The contractor will be responsible for Government property whether in the performance of the contract or in transit during pickup and/or return of such furnished property to the Government in accordance with GPO Contract Terms, Contract Clause, No. 9.



**ELECTRONIC PREPRESS:** Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required reproduction image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported to point of contact indicated per print order.

The contractor shall create or alter any necessary trapping, set proper screen angles and screen frequency, and define file output selection for the imaging device being utilized. Furnished files must be imaged as necessary to meet the assigned quality level.

When required by the Government, the contractor shall make minor revisions to the electronic files. It is anticipated that the Government will make all major revisions.

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

Upon completion of each order, the contractor must furnish final production native application files (digital deliverables) with the furnished material. The digital deliverables must be an exact representation of the final printed product and shall be returned on the same type of storage media as was originally furnished. The Government will not accept, as digital deliverables, PostScript files, Adobe Acrobat Portable Document Format (PDF) files, or any proprietary file formats other than those supplied, unless specified by the Government.

**COMPOSITION:** For Cover 1, the contractor must set all in same or similar typefaces as indicated on the print order. The cover may be sent as a MS Word file and contractor to convert to Adobe PDF.

**PROOFS:**

When ordered, one (1) "Press Quality" PDF soft proof (for content only) using the same Raster Image Processor (RIP) that will be used to produce the final printed product. PDF proof will be evaluated for text flow, image position, and color breaks. Proof will not be used for color match.

If any contractor's errors are serious enough in the opinion of the GPO to require revised proofs, the revised proofs are to be provided at no expense to the Government. No extra time can be allowed for this reproofing; such operations must be accomplished within the original production schedule allotted in the specifications.

The contractor must not print prior to receipt of an "O.K. to Print."

**STOCK/PAPER:** The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 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)

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

*Text:*

White Offset Book, basis weight: 50 lbs. per 500 sheets, 25 x 38", equal to JCP Code A60. The requirement for postconsumer fiber (as specified in the Government Paper Specification Standards No. 12) for this contract is waived. However, the addition of post-consumer fiber is encouraged provided that the requirements of this Standard are met. All other attributes remain the same.

Ivory, Offset Book, basis weight: 60 lbs. per 500 sheets, 25 x 38", equal to JCP Code A63.

White Opacified Offset Book, basis weight: 60 lbs. per 500 sheets, 25 x 38", equal to JCP Code A80. The requirement for postconsumer fiber (as specified in the Government Paper Specification Standards No. 12) for this contract is waived. However, the addition of post-consumer fiber is encouraged provided that the requirements of this Standard are met. All other attributes remain the same.

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

*Cover:* White, Tan, Grey, Blue, Green, and Red Vellum-Finish Cover, basis weight: 65 lbs. per 500 sheets, 20 x 26", equal to JCP Code L20. On occasion, additional colors may be required.

*Labels:* White and Colored Uncoated Label, basis weight: 60 lbs. per 500 sheets, 25 x 38".

**PRINTING:**

Digital printing is acceptable provided that Quality Level IV standards are maintained.

Text Pages: Print face only and/or head to head in black or color. Color pages will be scattered throughout.

Covers: Print Cover 1 face only in black ink; covers 2, 3, and 4 are blank.

NOTE: Cover 1 requires composition.

Separator: Blue print face only in black.

Labels: On occasion, after binding, author alterations for Cover 1 will require the contractor to re-print the cover in black ink on the same color label stock to match copies, trim, and manually apply.

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

**MARGINS:** At least 1" on all sides or as indicated on the print order.

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

When indicated per print order, the printed blue separator sheet is inserted into the perfect-bound book (Brief with Addendum).

**ADDITIONAL OPERATIONS:**

On occasion, Government furnished optical media (CDs/DVDs) from the ordering agency require insertion into contractor provided vinyl, adhesive-backed sleeve, and adhered to the back cover of the hard copies.

NOTE: Contractor is not reproducing CDs/DVDs.

**PACKING:**

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

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

*Mailed Shipments:* Insert single or multiple copies into padded envelopes or cushioned shipping bags.

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

*Bulk Deliveries-*

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

*Mailed Shipments-*

Create and affix a recipient address label to each copy mailed in padded envelopes or cushioned shipping bags.

**DISTRIBUTION:** Deliver f.o.b. destination to one or more of the addresses listed below as indicated per print order:

*Bulk Deliveries:*

U. S. Department of Justice  
U.S. Attorneys Office (Civil)  
Southern District of New York  
86 Chambers Street  
3<sup>rd</sup> Floor  
New York, NY 10007

U. S. Department of Justice  
U. S. Attorneys Office (Criminal)  
Southern District of New York  
One St. Andrew’s Plaza  
New York, NY 10007-1703

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

United States District Court  
Southern District of New York  
Daniel Patrick Moynihan  
United States Courthouse  
500 Pearl Street  
New York, NY 10007-1312

Inside delivery to room number and point of contact will be indicated per print order.

Contractor to use their own messenger/vehicle for pickup and delivery of furnished materials and final product (as applicable).

Other than the Court’s copies, the contractor must call or email the point of contact on the print order advising of delivery time.

*Mailed Shipments-*

Mail f.o.b. contractor’s city to addresses as indicated per print order. Mail f.o.b. contractor's city, approximately one (1) to two (2) copies to one (1) to two (2) addresses.

All mailing shall be made at the First Class rate.

Orders which result in mailings of less than 200 pieces or less than 50 lbs. will require the contractor to apply the appropriate postage to each mailing. Contractor will be reimbursed for postage by submitting a properly completed Postal Service form (or equivalent) with the voucher for billing.

Upon completion of each order, contractor must notify the ordering agency on the same day that the product delivers/mails via email to the address furnished on the print order. The subject line of this message shall be “Distribution Notice for Program 2231-S, Jacket XXX-XXX, Print Order XXXXX.” The notice must provide all applicable tracking numbers, delivery/ mailing method, and title. Contractor must be able to provide copies of all delivery/ mailing receipts upon agency request.

Upon completion of each order, all furnished material (if applicable) must be returned to the address and point of contact on the print order.

All expenses incidental to picking up and returning materials (if applicable), and submitting proofs (if applicable), 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.

**NOTE:** Deliveries made after the time specified may affect the outcome of pending judicial decisions and may result in monetary loss to the Government and/or parties involved in litigation. In such cases, the Government will recover the actual damages suffered from the contractor.

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

If delivery of a brief, appendix, and/or addendum is required by a specific time of the day, it will be specified when the order is placed, and indicated on the print order.

When ordered, furnished material must be picked up at the address indicated on the print order.

The schedule stipulated in this specification must be strictly adhered to by the contractor. Requests for grace days or any additional days in accordance with GPO Contract Terms, Contract Clause 12, "Notice of Compliance with Schedules," will not be granted.

**Regular Schedule:**

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

Must complete production and distribution within same day to five (5) workdays of notification of availability of print order and furnished material, no later than 4:00 p.m. Monday through Friday, except the Court, which is its regular business hours.

No specific date is set for submission of proofs. Proofs must be submitted as soon as possible to allow for corrected proofs if contractor's errors are judged serious enough to require them.

Proofs will be withheld no more than three (3) hours from their receipt at the ordering agency to their receipt in contractor's plant. All proof and transit time is included in the workday schedule. (NOTE: The same workday after receipt of proofs to the ordering agency is day one (1) of the hold time.)

Contractor must call point of contact by phone or email as indicated per print order to confirm receipt.

If Author Alterations are required, the Government will submit new electronic media, unless minor revisions, which will be done by the contractor.

If revised proofs are required, contractor will submit revised proofs within one (1) hour.

Revised proofs will be withheld no more than one (1) hour from their receipt at the ordering agency.

**Overtime Schedule:** Approximately 5% of the orders placed will require an overtime schedule. For print orders sent to the contractor after 10:00 p.m. during the work week, the contractor will be notified in advance. The ordering agency will notify the contractor via email and phone, no later than 4:00 p.m. weekdays, that an order and furnished material will be sent after 10:00 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 products ordered for mailing f.o.b. contractor's city must be delivered to the USPS.

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 [infophiladelphia@gpo.gov](mailto:infophiladelphia@gpo.gov) via e-mail 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 orders under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period of time.

**PREMIUM PAYMENTS:** Orders requiring production on daily overtime periods (after 10:00 p.m.) in order to meet delivery requirements will be paid for at the premium rate in accordance with the contractor's offered percentage in the "SCHEDULE OF PRICES".

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

Percentages offered for premium priced work are additional to the basic prices offered for units of work. Premium payments, when authorized, will apply to all items.

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 his voucher.

It is estimated that 5% of the orders placed will require the overtime period. Premium payments will be evaluated for award. Evaluation will be affected by the applying the percentage increase offered in the "SCHEDULE OF PRICES" to 5% of the total prices offered for all items.

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

	(1)	(2)
I. (a)	4	10
(b)	68	116
(c)	96	194
(d)	32	64
(e)	5,408	11,636
(f)	4,400	8,800
(g) 1.	12,680	21,226
2.	96	192
(h)	4	8
(i)	24	62

II. 24

III. (a) 400  
(b) 40

**SECTION 4. - SCHEDULE OF PRICES**

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

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

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

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

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

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

All vouchers submitted to the GPO shall be based on the most economical method of production.

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

A charge will be allowed for each page, whether printed or blank.

**I. PRINTING AND BINDING:** Prices offered shall include the cost of all required materials and operations (including proofs, paper, and ECF-ready files) necessary for the printing and binding of the products listed in accordance with these specifications.

	<u>Makeready and/or Setup</u> (1)	<u>Running Per 10 Copies</u> (2)
(a) Cover (White JCP L20) (6-1/8 x 9-1/4"): Printing Cover 1 in black ink only, including typesetting and binding..... per complete cover.....	\$ _____	\$ _____
(b) Cover (White JCP L20) (8-1/2 x 11): Printing Cover 1 in black ink only, including typesetting and binding..... per complete cover.....	\$ _____	\$ _____
(c) Cover (Colored JCP L20) (6-1/8 x 9-1/4"): Printing Cover 1 in black ink only, including typesetting and binding..... per complete cover.....	\$ _____	\$ _____
(d) Cover (Colored JCP L20) (8-1/2 x 11"): Printing Cover 1 in black ink only, including typesetting and binding..... per complete cover.....	\$ _____	\$ _____

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

	<u>Makeready and/or Setup</u> (1)	<u>Running Per 10 Copies</u> (2)
(e) Brief or Brief with Addendum (6-1/8 x 9-1/4" on Ivory JCP A63): Printing text in black ink only, including binding.....per printed page.....\$ _____		\$ _____
(f) Brief or Appendix (8-1/2 x 11" on White JCP A80): Printing text in black ink only, including binding.....per printed page.....\$ _____		\$ _____
(g) Appendix (8-1/2 x 11" on White JCP A60):		
1. Text: Printing in black ink only, including binding .....per printed page..... \$ _____		\$ _____
2. Text: Printing in color, including inserting pages in proper sequence and binding .....per printed page..... \$ _____		\$ _____
(h) Author's Alterations: Printing label for Cover 1 in black ink only.....per label.....\$ _____		\$ _____
(i) Separator Sheet (on Blue JCP D10): Printing in black ink, including binding .....per printed page..... \$ _____		\$ _____

**II. ADDITIONAL OPERATIONS:**

Insert Government furnished CDs, DVDs into sleeve..... per sleeve .....\$ \_\_\_\_\_

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

(a) Bulk Deliveries:  
    Packing and sealing in shipping container .....per container.....\$ \_\_\_\_\_

(b) Mailed Shipments:  
    Single or multiple copies in a padded envelope or  
    cushioned shipping bag..... per envelope or bundle.....\$ \_\_\_\_\_

**IV. PREMIUM PAYMENTS:** Premium payments, when authorized, will apply to all items.

Percentage increase: ..... %

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



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

**LOCATION OF POST OFFICE:** All mailing will be made from the \_\_\_\_\_

Post Office located at Street Address \_\_\_\_\_,

City \_\_\_\_\_, State \_\_\_\_\_, Zip Code \_\_\_\_\_.

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

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THIS SECTION FOR GPO USE ONLY

Certified by: \_\_\_\_\_ Date: \_\_\_\_\_  
Initials

Contracting Officer: \_\_\_\_\_ Date: \_\_\_\_\_  
Initials