

PROGRAM		1223-S				
TERM		June 1, 2022 through May 31, 2023 plus up to 4 option year periods				
TITLE		Juror Questionnaire and Juror Summons Mailers				
ITEM NO.	DESCRIPTION	BASIS OF AWARD	The Print House Brooklyn, NY		Arcade Color Copies New York City, NY	
			UNIT RATE	COST	UNIT RATE	COST
I.	OVERPRINTING/PRINTING:					
1.	Overprinting face and back in black ink (including creating barcodes):					
(a)	Juror Questionnaires, per questionnaire:					
(1)	Makeready and/or Setup	4	\$250.00	\$1,000.00	\$75.00	\$300.00
(2)	Running Per 100 Copies	1,145	\$20.00	\$22,900.00	\$10.00	\$11,450.00
(b)	Juror Summons, per summons (one makeready and/or setup charge will be allowed for each pool):					
(1)	Makeready and/or Setup	171	\$100.00	\$17,100.00	\$50.00	\$8,550.00
(2)	Running Per 100 Copies	463	\$20.00	\$9,260.00	\$9.50	\$4,398.50
2.	Printing letters, face and back in black ink (including paper):					
(a)	Letters with 100 copies, up to and including 1,500 copies, per letter					
(1)	Makeready and/or Setup	73	\$75.00	\$5,475.00	\$35.00	\$2,555.00
(2)	Running Per 100 Copies	463	\$10.00	\$4,630.00	\$10.50	\$4,861.50
(b)	Letters with 10,000 copies, up to and including 50,000 copies, per letter:					
(1)	Makeready and/or Setup	4	\$75.00	\$300.00	\$35.00	\$140.00
(2)	Running Per 100 Copies	1,145	\$10.00	\$11,450.00	\$10.50	\$12,022.50
II.	ADDITIONAL OPERATIONS:					
1.	Proofs:					
(a)	Digital Color One-Off Proof, per page	16	\$50.00	\$800.00	\$12.50	\$200.00
(b)	Adobe PDF Soft Proof, per page	292	\$10.00	\$2,920.00	\$10.00	\$2,920.00
2.	Fold, Collate, Insert, and Seal:					
(a)	Juror Questionnaire Mailer (questionnaire, letter, reply envelope inserted into mailing envelope), per 100 mailers	1,145	\$10.00	\$11,450.00	\$8.00	\$9,160.00
(b)	Juror Summons Mailer (summons, letter, reply envelope inserted into mailing envelope), per 100 mailers	463	\$15.00	\$6,945.00	\$8.00	\$3,704.00
III.	PREMIUM PAYMENTS:					
(a)	Percentage Increase	10%	50%		25%	
SUBTOTAL				\$94,230.00		\$60,261.50
PREMIUM PAYMENTS, 10% OF TOTAL				\$9,423.00		\$6,026.15
PERCENTAGE INCREASE				\$4,711.50		\$1,506.54
SUBTOTAL PLUS PERCENTAGE INCREASE				\$98,941.50		\$61,768.04
PROMPT PAYMENT DISCOUNT			0.25%	\$247.35	0.00%	\$0.00
DISCOUNTED TOTAL				\$98,694.15		\$61,768.04

AWARDED CONTRACTOR

May 3, 2022

This is Amendment No. 1. The specifications in our invitation for bids on Program 1223-SR1, scheduled for opening at 11:00 a.m. on May 6, 2022, are amended as follows:

1. Change the bid opening date to May 11, 2022.
2. On page 10 of the contract specifications, under “Number of Pages and Trim Sizes”, change Questionnaire and Summons page counts from “4 pages each” to “2 pages each”.
3. On page 13 of the contract specifications, under “Overprinting”, replace the first paragraph with “Overprint variable data in black ink on the face page of the Questionnaire and the Summons forms (QR Code, Barcodes, Juror Name, Address, Participant Number, Location, Date, Time, Juror Number, Phone Number).”
4. On page 17 of the contract specifications, under Line Item II. 1. (a), replace “24” with “16” and under Line Item II. 1. (b), replace “438” with “292”.

All other specifications remain the same.

If amendment is not acknowledged on bid, direct acknowledgement to:

U.S. Government Publishing Office
Bid Section, Room C848, Stop CSPS
732 North Capitol Street NW
Washington, DC 20401-0001

Amended bid or acknowledgement must be submitted using the method(s) specified in the solicitation for bid submission. Telephone or e-mail submission is not acceptable.

BIDDER MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT PRIOR TO BID OPENING.

Failure to acknowledge receipt of amendment, by amendment number, prior to bid-opening time, may be reason for bid being declared nonresponsive.

Sincerely,

WILLIAM M. LANSKY
Contracting Officer

May 5, 2022

This is Amendment No. 2. It replaces Amendment No. 1 in its entirety.

The specifications in our invitation for bids on Program 1223-SR1, scheduled for opening at 11:00 a.m. on May 6, 2022, are amended as follows:

1. Change the bid opening date to May 11, 2022.
2. On page 10 of the contract specifications, under “Number of Pages and Trim Sizes”, change Questionnaire and Summons page counts from “4 pages each” to “2 pages each”.
3. On page 10 of the contract specifications, under “Pre-Printed Stock”, under the fifth paragraph, replace the sentence “Pre-printed face and back” with “It is anticipated that Questionnaires will be pre-printed face and back and Summonses are pre-printed face only”.
4. On page 13 of the contract specifications, under “Overprinting and Printing”, replace the second sentence with “Furnished questionnaires and summonses will be pre-printed with static data and require overprinting of variable data and static data by the contractor.”
5. On page 13 of the contract specifications, under “Overprinting”, replace the first paragraph with “Overprint the Questionnaire and Summons forms with variable data and static data in black ink. It is anticipated that both forms will overprint variable data on face and static data on back; however, overprinting requirements may change with each print order”.
6. On page 17 of the contract specifications, under Line Item II. 1. (a), replace “24” with “16” and under Line Item II. 1. (b), replace “438” with “292”.

All other specifications remain the same.

If amendment is not acknowledged on bid, direct acknowledgement to bidsphiladelphia@gpo.gov. The company name, program number, amendment number, and bid opening date must be specified in the subject line of the emailed amendment acknowledgement.

Amended bid or acknowledgement must be submitted using the method(s) specified in the solicitation for bid submission. Telephone submission is not acceptable.

BIDDER MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT PRIOR TO BID OPENING.

Failure to acknowledge receipt of amendment, by amendment number, prior to bid-opening time, may be reason for bid being declared nonresponsive.

Sincerely,

WILLIAM M. LANSKY
Contracting Officer

U.S. GOVERNMENT PUBLISHING OFFICE

Philadelphia, PA

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Juror Questionnaire and Juror Summons Mailers

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

U.S. District Court, Southern District, New York, NY, Office of the District Court Executive

Single Award

Revision 1: Restricted mile radius expanded. Changes in printing notices. Minor changes throughout.

TERM OF CONTRACT

The term of this contract is for 1 year (base year period of June 1, 2022 and ending May 31, 2023) and 4 option year periods (June 1, 2023 through May 31, 2024, June 1, 2024 through May 31, 2025, June 1, 2025 through May 31, 2026, and June 1, 2026 through May 31, 2027). Special attention is directed to the following provision and clauses in Section 1 of this contract: "Option to Extend the Term of Contract" and "Economic Price Adjustment."

BID OPENING

Bids shall be publicly opened at 2:00 p.m., prevailing Philadelphia, Pennsylvania time, on **May 6, 2022**

BID SUBMISSION

Bidders MUST submit email bids to bidsphiladelphia@gpo.gov for this solicitation. No other method of bid submission will be accepted at this time. The company name, program number, and bid opening date must be specified in the subject line of the emailed bid submission. Bids received after 11:00 a.m. prevailing Philadelphia, Pennsylvania time on the bid opening date specified above will not be considered for award.

RESTRICTION ON LOCATION OF PRODUCTION FACILITIES

All production facilities used in the manufacture of the product(s) ordered under this contract must be located within a 50-mile radius of 500 Pearl Street, New York, NY, Zip Code 10007 (United States District Court, Southern District of New York (aka Daniel Patrick Moynihan, United States Courthouse)).

NOTICE TO BIDDERS

Significant revisions have been made. Bidders are cautioned to familiarize themselves with all provisions of this contract before bidding. 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 Linda Price at (614) 488-4616, ext. 7 (no collect calls) or contact by e-mail at lprice@gpo.gov.

SECTION 1. – GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS:

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

- GPO Contract Terms (GPO Publication 310.2) is available at the following web address: <https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/contract-terms-01-18.pdf>
- GPO QATAP (GPO Publication 310.1) is available at the following web address: <https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/qatap-rev-09-19.pdf>
- Additional GPO Publications can be found at the following web address: <https://www.gpo.gov/how-to-work-with-us/vendors/forms-and-standards>

SUBCONTRACTING:

Subcontracting will not be permitted.

GPO IMPRINT REQUIREMENTS

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

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;
- 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).

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.

Sensitive but Unclassified

Sensitive records are records that are national security classified or exempted from disclosure by statute, including the Privacy Act or regulation.

The contractor, at a minimum, must crosscut shred all documents into squares not to exceed one-quarter inch. All documents to be destroyed cannot leave the security of the building and must be destroyed at contractor's site.

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 contractor shall present, in writing, to the Contracting Officer via email within two (2) workdays of being notified to do so by the Contracting Officer or his/her representative, detailed plans for the following activities. The workday after notification to submit will be the first day of the schedule.

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.

Any forthcoming changes by the contractor, will require the contractor to notify the Government and forward the updated and signed agreements.

For each option year that may be exercised, the contractor may be required to re-submit, in writing, the above plans detailing any changes and/or revisions that may have occurred. If there are no changes/revisions, the contractor may be required to submit to the Contracting Officer a statement confirming that the current plans are still in effect.

Warning

Proper control and handling must be maintained at all times to prevent any information or materials required to produce the product ordered under these specifications from falling into unauthorized hands. Unless otherwise indicated herein, all extra copies, materials, waste, etc., must be destroyed.

QUALITY ASSURANCE LEVELS AND STANDARDS

The following levels and standards shall apply to these specifications:

Product Quality Levels:

- (a) Printing (page related) Attributes -- Level III.
- (b) Finishing (item related) Attributes -- Level III.
- (c) EXCEPTION: Trim size (Attribute F-1) – Margins must be maintained within plus or minus 1/32” or less.
A variance in excess of plus or minus 1/32” will be considered a major defect.

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. Proofs/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 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 (**May 31, 2027**) as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the “Extension of Contract Term” clause. See also “Economic Price Adjustment” for authorized pricing adjustment(s).

EXTENSION OF 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 **June 1, 2022 through May 31, 2023**, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

Pricing adjustments in accordance with this clause will be based on changes in the seasonally adjusted “Consumer Price Index For All Urban Consumers – Commodities Less Food” (Index) published monthly in the CPI Detailed Report by the U.S. Department of Labor, Bureau of Labor Statistics.

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending three (3) months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending **February 28, 2022**, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

The Government will notify the contractor by contract modification specifying the percentage increase or decrease to be applied to invoices for orders placed during the period indicated. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs and separately adjusted paper prices. Payment discounts shall be applied after the invoice price is adjusted.

If the Government exercises an option, the extended contract shall be considered to include this economic price adjustment clause.

PRE-AWARD SURVEY

In order to determine the responsibility of the prime contractor the Government reserves the right to conduct an on-site pre-award 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.

PRE-AWARD TEST

The contractor being considered for award shall be required to complete the following pre-award test, unless waived by the Contracting Officer. The Government may waive the requirement for a pre-award test where supplies identical or similar to those called for have been previously furnished by the contractor and have been accepted by the Government.

For the pre-award test, the Government will furnish the pre-printed forms and electronic files that are representative of the items that are to be produced under these specifications. The Government will ship physical materials to the contractor.

1. The prospective contractor will produce *ten (10) representative samples each* (each complete mailer) that will include the printing/overprinting, and packing, as complete mailers for questionnaires and summonses as described in "Section 2, Specifications".
2. The pre-award test must be performed at the same facilities and on the same equipment that will be used to produce products required for this contract.
3. This test must be delivered before the close of business on the 4th workday beginning the *day after* the furnished test materials are made available, to the ordering agency's address and point of contact provided by the US GPO Philadelphia Regional Office via email.

4. Disapproval of Pre-Award Test: At the option of the Government and if so notified by the Contracting Officer, the contractor may be permitted additional time to correct defects or to submit additional test material. The time allowed to provide additional test material may differ depending upon the nature of the defects noted. This will be specified when notification is given.
5. Approval of Pre-Award Test: Approval will be based upon fulfilling all of the requirements of the specifications within the time specified. A single deviation from the contract specifications or failure to complete delivery within the time specified may result in declaring the contractor nonresponsible.

No charges will be allowed for costs incurred in the performance of the pre-award test.

POST-AWARD 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 via telephone conference immediately after award. At the option of the Government, the post-award conference may be held in person at the Philadelphia, PA GPO. Person(s) that the contractor deems necessary for the successful implementation of the contract must be in attendance.

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 **June 1, 2022 through May 31, 2023** plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" upon notification by the Government for purposes of the contract when it is electronically transmitted or otherwise physically furnished to the contractor in conformance with the schedule.

REQUIREMENTS

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

Except as otherwise provided in this contract, the Government shall order from the contractor 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.

ADDITIONAL EMAILED BID SUBMISSION PROVISIONS

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

1. Illegibility of bid.
2. Emails over 75 MB may not be received by GPO due to size limitations for receiving emails.
3. The bidder's email provider may have different size limitations for sending email; however, bidders are advised not to exceed GPO's stated limit.
4. When the email bid is received by GPO, it will remain unopened until the specified bid opening time. Government personnel will not validate receipt of the emailed bid prior to bid opening. GPO will use the prevailing time (specified as the local time zone) and the exact time that the email is received by GPO's email server as the official time stamp for bid receipt at the specified location.

PAYMENT

Submitting invoices for payment via the GPO fax gateway (if no samples are required) utilizing the GPO barcode coversheet program application is the most efficient method of receiving payment. 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 is expected to submit invoices within 30 calendar days of completion for each print order.

SECTION 2. – SPECIFICATIONS

SCOPE

These specifications cover the production of quick-turnaround, time-sensitive Juror Questionnaire and Juror Summons mailers requiring such operations as receiving, inspecting, and maintaining furnished inventory; electronic prepress; proofs; overprinting in black ink and printing in CMYK/full color; and folding, collating, inserting, and mailing.

TITLE

Juror Questionnaire and Juror Summons Mailers

NUMBER OF ORDERS

Anticipate 77 orders per year. Orders will be placed for Juror Questionnaire Mailers and Juror Summons Mailers for the U.S. District Court, New York Southern District Court located in New York, NY (NYC) and White Plains, NY (WP).

Juror Questionnaire Mailers

Anticipate 4 orders per year, both locations.

Juror Summons Mailers

Juror Summons Mailers are subsets (pools) of the Juror Questionnaires. Each pool is identified by a call-in telephone number assigned to a group of Juror candidates.

Anticipate 49 orders per year for NYC, up to 5 pools per order, usually 3 pools per order.

Anticipate 24 orders per year for WP, up to 5 pools per order, usually 1 pool per order.

QUANTITIES

Juror Questionnaire Mailers

NYC: 10,000 to 50,000 copies per order, average 28,400 copies per order.

WP: 10,000 to 50,000 copies per order, average 29,300 copies per order.

Juror Summons Mailers

100 to 1,500 copies per pool, up to 5 pools per order. The individual print order will indicate the total number of pools (number of variable data files) and the total quantity of mailers but not the number of mailers in a specific pool. Usually no more than 1,500 copies per order.

NYC: Usually 3 pools per order, average 700 copies per order.

WP: Usually 1 pool per order, average 500 copies per order.

NUMBER OF PAGES AND TRIM SIZES

Each mailer will consist of:

- Questionnaire or Summons, 4 pages each, 8-1/2 x 11" trim size
- Letter, 2 pages, 8-1/2 x 11" trim size
- Reply envelope, #9 Business Reply Mail Envelope (BRM), 3-7/8 x 8-7/8" trim size, and
- Mailing envelope, #10 Standard Window Envelope, 4-1/8 x 9-1/2" trim size.

GOVERNMENT TO FURNISH

Electronic Files

Variable data files for questionnaires and summonses will be furnished as comma delimited datafiles (.TXT, .CSV, Excel, or similar). Files will be sent via encrypted, password/phrase protected e-mail or contractor-maintained sFTP site. Use of sFTP site must be approved by USDC prior to using.

Static data file for letters will be furnished with each print order as a print-ready PDF file, color i.d. CMYK and contractor to convert to black, fonts included, content in position. File will be sent via e-mail or contractor-maintained sFTP site.

Pre-Printed Stock

Furnished stock/paper for questionnaires, summons, reply envelopes and mailing envelopes will be provided f.o.b. contractor's city upon contract award. A minimum of four (4) month's inventory will be provided at any one time. In accordance with GPO Contract Terms, contractor to inspect furnished material upon receipt and maintain and protect the inventory while in the contractor's custody.

Contractor to maintain a record of inventory. The record of inventory is to include all receipts of inventory, all releases of inventory to production, and all spoilage of inventory. Cause of spoilage to be sufficiently documented and immediately reported to USDC and GPO. Complete record of inventory must be made within 30 minutes of request by the government.

Contractor to advise ordering agency when inventory has been reduced by 75% of original volume and arrangements will be made to resupply the inventory.

Unless again the awarded contractor, within 10 workdays of expiration of contract, the contractor will be required and directed to return all remaining inventory to the ordering agency or dispose of the inventory as directed.

Questionnaire and Summons will be furnished on OMR (Optical Mark Recognition) forms, equal to Scantron OpScan iNSIGHT, 60-lb. Reflex Stock/Paper. Pre-printed face and back. Juror Summons will be furnished with 3 custom perforations.

Reply and Mailing envelopes will be furnished. NYC Questionnaires will be pink envelopes. WP Questionnaires will be green envelopes. NYC Summonses will be blue envelopes. WP Summonses will be yellow envelopes.

Reply envelopes will be pre-printed #9 Business Reply Mail envelopes. No window.

Mailing envelopes will be pre-printed #10 envelopes with a 1-1/8 x 4-1/2" window positioned 7/8" from left edge and 1/2" from bottom edge of envelope. Window to be covered with clear glassine cover. Window covering to adhere to interior of envelope in a manner that does not interfere with the insertion of the mailing envelope contents.

Additional Furnished Material/Forms

GPO Form 2511, Print Order Form

GPO Proof Memo

Delivery/Shipping Status Report Form

Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, form number, and revision date, carried on copy or film, etc., must not print on finished product.

Exception to GPO Contract Terms (GPO Pub. 310.2, effective December 1, 1987 (Rev. 01-18): Do not print GPO imprint.

CONTRACTOR TO FURNISH

All materials and operations, other than those listed under “Government to Furnish”, necessary to produce the product(s) in accordance with these specifications.

ELECTRONIC PREPRESS

Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required reproduction image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported to the ordering agency as specified on the print order (GPO form 2511) by phone and email.

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.

The contractor shall have available all the screen and printer fonts required to successfully output each page.

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

PROOFS

The individual print order will indicate the proof requirements for each order. It is anticipated that Questionnaire orders will require Digital Color One-Off Proofs and Summons orders will require PDF proofs.

Digital Color One-Off Proofs

When ordered, contractor to create digital color one-off proofs using the same output device that will be used to produce the final printed product on the actual production stock. Proofs shall be collated with all elements in proper position (not pasted up), imaged face and back, trimmed and folded to the finished size of the product, as applicable. Proof will be used for color match on the press on the production run. Individual print order will indicate the number of proofs that will be required.

PDF Proofs

Contractor to submit 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. Contractor must email and call point of contact on per print order to confirm receipt.

Proof Delivery Notification

If the proofs are not returned by the department within the specified time on the print order, the contractor must notify the GPO that the proofs have not been returned. Send proof delivery notification via email to infophiladelphia@gpo.gov. Include GPO Jacket number, Program, Print Order number in the subject line with all correspondence.

Proof Approval

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.

In the event proofs are disapproved by the Government, or the contractor fails to submit proofs in a sufficient amount of time to meet the delivery schedule, the contractor may be deemed to have failed to make progress, and is subject to the termination for default clause. However, failure of the Government to terminate the contract for default in such event shall not relieve the contractor of the responsibility to deliver the contract quantities in accordance with the original production schedule allotted in the specifications.

All packages containing proofs must be clearly marked on the outside as “PROOFS”, and contain the GPO (Jacket Number, Program, Print Order number) and publication title. Contractor’s contact information and phone number must be indicated inside of the package.

Contractor must not print prior to receipt of an “OK to print”.

STOCK/PAPER

Stock/Paper for questionnaires and summonses and for all envelopes will be furnished by the Government. Contractor to furnish stock/paper for the letters.

The specifications of all contractor furnished paper must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the “Government Paper Specification Standards No. 13” dated September 2019.

Government Paper Specification Standards No. 13 – https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/vol_13.pdf.

All text paper used in each copy must be of a uniform shade.

Text Stock for Letters

White Writing, basis weight: 20 lbs. per 500 sheets, 17 x 22”, equal to JCP Code D10; or at contractor’s option, White Uncoated Text, basis weight: 50 lbs. per 500 sheets, 25 x 38”, equal to JCP Code A60; or at contractor’s option, White Plain Copier, Xerographic, basis weight: 20 lbs. per 500 sheets, 17 x 22”, equal to JCP Code O-65.

OVERPRINTING AND PRINTING

Furnished #9 and #10 envelopes will be pre-printed and will require no printing or overprinting by the contractor. Furnished questionnaires and summonses will be pre-printed with static data and require overprinting of variable data by the contractor. Letters will require printing by the contractor.

Overprinting

Variable data prints in black ink on the Questionnaire and the Summons forms (QR Code, Barcodes, Juror Name, Address, Participant Number, Location, Date, Time, Juror Number, Phone Number).

Contractor must set type matter which includes text, rule, Agency logo, QR code (questionnaire only) and must create and set type for Code 39 barcodes for the nine-digit participant number and the IMB.

Code 39 Barcode must meet ANSI/AIM MH 108 M-1983 and ANSI/AIM BC1/1995 standards. Intelligent Mail Barcode (IMB) must meet all USPS Domestic Mail Manual (DMM) standards and must provide for full-service IMB.

Precision alignment, spacing, overprinting, and folding required. Products must be guaranteed to function properly when read by a Scantron iNSIGHT 4ES Document Scanner and handheld scanner.

When overprinting questionnaires and summonses contractor must take care so as to not damage the scannable forms in such a manner so as to render the forms unscannable and/or to obscure the name and address on the form.

Printing

At contractor's option, product may be produced via conventional offset or digital printing provided that Quality Level III standards are to be maintained. Final output must be a minimum of 150-line screen.

Letter prints face and back in black ink only. Letter prints text and U.S. District Court logo on face and text, rule, and QR Code on back. Letters are static and contain no variable data. Content of letter is subject to change with each order. Files furnished in CMYK, contractor to convert to black.

MARGINS

Unless otherwise specified, maintain margins as indicated on furnished electronic files, or furnished pre-printed items.

FOLDING, COLLATING, AND INSERTING FOR MAILING

Tri-fold questionnaire on indicated marks on right and left side of form, mailing address facing out. Fold questionnaire from 8-1/2 x 11" to fit into #10 mailing envelope.

Tri-fold summons on horizontal pink line at top and perforation at bottom of the summons, mailing address facing out. Fold summons from 8-1/2 x 11" to fit into #10 mailing envelope.

Tri-fold letter as indicated on the individual print order. Fold letter from 8-1/2 x 11" to fit into #10 mailing envelope.

Collate questionnaire or summons, letter, and reply envelope as indicated on individual print order. After collating, insert questionnaire or summons, letter, and reply envelope into mailing envelope and seal mailing envelope. It is the contractor's responsibility to ensure that only the juror address is visible through the envelope window.

Additionally, it is the contractor's responsibility to ensure that only one questionnaire or summons and only one letter and only one reply envelope is inserted into each mailing envelope.

When folding, collating, and inserting all items into mailing envelope, care must be taken so as to not damage the scannable forms in such a manner so as to render the forms unscannable and/or to obscure the name and address on the form.

PREPARATION FOR MAILING

In accordance with United States Postal Service (USPS) regulations, the contractor is required to perform the Coding Accuracy Support System (CASS) certification using USPS certified ZIP+4 software to generate ZIP+4 Codes and Delivery Point Barcodes (and the Intelligent Mail Barcode when implemented by the ordering agency). Contractor is required to furnish USPS with any required CASS certificates. All related costs to perform this operation must be included in submitted bid pricing. No additional reimbursement will be authorized.

Additionally, the contractor is required to run distribution files on each order through the National Change of Address (NCOA) service database to verify addresses are NCOA certified, as required. All related costs to perform this operation must be included in submitted bid pricing. No additional reimbursement will be authorized.

Contractor to provide file of bad addresses to the ordering agency via encrypted, password/passphrase protected e-mail as indicated on the individual print order.

DISTRIBUTION

F.O.B. Contractor's City

Mail f.o.b. contractor's city. All mailing shall be at the First-Class rate. Complete addresses and quantities will be furnished with the print orders.

Contractor is required 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 billing invoice for payment. All copies mailed must conform to the appropriate regulations in the U.S. Postal Service "Domestic Mail Manual" as applicable.

Upon completion of mailing, on the same day the order mails, contractor must, via email, notify the ordering agency (address indicated on individual print order) and GPO (infophiladelphia@gpo.gov) that the mailing has been completed. The subject line of the email shall be "Distribution Notice for Program 1223-S, Print Order XXXXX, Jacket Number XXX-XXX." The notice must provide all applicable tracking numbers, delivery/ mailing methods, and title of product. Contractor must be able to provide copies of all mailing receipts to USDC and GPO.

F.O.B. Destination

Adobe PDF soft proofs to be emailed to the address specified on the print order. The contractor must send email notification for proof delivery to the point of contact per print order. Proof notification to include GPO *Jacket Number*, *Program Number*, and *Print Order Number* in the subject line with all correspondence.

When ordered, digital color one-off proofs must be delivered to the New York City or White Plains address specified on the print order. Ship by traceable means. Contractor must use a traceable courier for delivery of proofs. The contractor must send email notification for proof delivery to the point of contact per print order. Proof notification to include GPO *Jacket Number*, *Program Number*, and *Print Order Number* in the subject line with all correspondence.

Upon completion of each order, all furnished material (including electronic media, if applicable), must be returned to address indicated on the individual print order.

All expenses incidental to picking up and returning materials (as applicable), proofs, and furnishing samples 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) and furnished material.

Print order and furnished electronic files will be emailed to the contractor. No definite schedule for furnished material can be predetermined.

The contractor must confirm receipt of the print order and furnished material within 30 minutes of receipt of print order and furnished material. Confirmation of receipt must be made via e-mail.

The workday after notification of availability of print order and furnished material will be the first workday of the schedule. GPO Contract Terms (GPO Pub. 310.2), Contract Clause 3. Workday, defines a workday as Monday through Friday of each week, exclusive of the days on which Federal Government holidays are observed.

All proof and transit time are included in the schedule.

Contractor to affirm preflight on the first workday of the schedule.

Proofs will be withheld no more than 24 hours from their receipt at the ordering agency until they are approved.

Contractor must use a traceable courier for pickup and delivery of furnished materials, and proofs, and final product (as applicable).

Contractor's plant must be reachable between the hours of **9:00 a.m. to 5:00 p.m.**, prevailing eastern time (EST/EDT), for workdays. Ordering agency available for deliveries between the hours of **8:30 a.m. to 5:00 p.m.**, prevailing eastern time (EST/EDT), for workdays.

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.

For compliance reporting purposes, contractors are to report information regarding each order with date of shipment or delivery, as applicable, in accordance 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 (shared email) or by calling (215) 364-6465. Personnel receiving email, call or facsimile will be unable to respond to questions of a technical nature or to transfer any inquiries.

Regular Schedule

The ship/delivery date indicated on the print order is the date products ordered for mailing f.o.b. contractor's city must be delivered to the U.S. Postal Service.

Contractor must make complete production and mail within three (3) to five (5) workdays (typically Summons) or seven (7) to ten (10) workdays (typically Questionnaires) after notification.

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

Accelerated Schedule

Approximately 10% of all orders placed will require an accelerated schedule.

The ship/delivery date indicated on the print order is the date products ordered for mailing f.o.b. contractor's city must be delivered to the U.S. Postal Service.

For print orders that must be completed and delivered to the U.S. Postal Service in *less than three (3) workdays* for mailing f.o.b. contractor's city, these orders will be paid at the premium rate.

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

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”.

- I.
 - (1) (2)
 - 1. (a) 4 1,145
 - (b) 171 463
 - 2. (a) 73 463
 - (b) 4 1,145

- II.
 - 1. (a) 24
 - (b) 438
 - 2. (a) 1,145
 - (b) 463

III. PREMIUM PAYMENTS

Orders requiring an accelerated schedule 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 required 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 in the “Schedule of Prices”.

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 invoice.

It is estimated that 10% of the orders placed on this contract will require an accelerated schedule. Premium payments for an accelerated schedule will be evaluated for award. Evaluation will be affected by applying the percentage increase offered for the accelerated schedule in the “Schedule of Prices” (Item IV. Premium Payments) to 10% of the prices offered for all items.

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SECTION 4. – SCHEDULE OF PRICES

Bids offered are f.o.b. contractor’s city for all mailing and f.o.b. destination for delivery of proofs.

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 non-responsive.

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 will be declared non-responsive.

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 Section 3. “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 invoices submitted to the GPO shall be based on the most economical method of production.

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

Contractor’s billing invoices must be itemized in accordance with the items in the “Schedule of Prices.”

- I. OVERPRINTING/PRINTING:** Prices offered shall include the cost of all required materials and operations necessary for the overprinting and printing, as applicable, of the products listed in accordance with these specifications.

	<u>Makeready and/or Setup</u> (1)	<u>Running Per 100 Copies</u> (2)
1. Overprinting face and back in black ink (including creating barcodes):		
(a) Juror Questionnaires, per questionnaire.....	\$ _____	\$ _____
(b) Juror Summons, per summons (one makeready and/or setup charge will be allowed for each pool)	\$ _____	\$ _____
2. Printing letters, face and back in black ink (including paper):		
(a) Letters with 100 copies, up to and including 1,500 copies, per letter.....	\$ _____	\$ _____
(b) Letters with 10,000 copies, up to and including 50,000 copies per letter.....	\$ _____	\$ _____

(Initials)

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SCHEDULE OF PRICES

II. ADDITIONAL OPERATIONS: Prices offered for the following operations must include the cost of all required materials and operations.

1. Proofs:

(a) Digital Color One-Off Proof, per page \$ _____

(b) Adobe PDF Soft Proof, per page \$ _____

2. Fold, Collate, Insert, and Seal:

(a) Juror Questionnaire Mailer (questionnaire, letter, reply envelope inserted into mailing envelope), per 100 mailers \$ _____

(b) Juror Summons Mailer (summons, letter, reply envelope inserted into mailing envelope), per 100 mailers \$ _____

III. PREMIUM PAYMENTS: Premium payments, when authorized, will apply to all items. Percentage increase will be added to all orders requiring an accelerated schedule.”

(a) Percentage Increase..... _____ %

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(Initials)

SCHEDULE OF PRICES

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

The city(ies) indicated above will be used for evaluation of transportation charges when 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 Solicitations Provisions in GPO Contract Terms (Publication 310.2).

AMENDMENT(S): Bidder hereby acknowledges amendment(s) number(ed) _____

BID ACCEPTANCE PERIOD: In compliance with the above, the undersigned agree, if this bid is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the bidder) from the date for receipt of bids, to furnish the specified items at the price set opposite each item, delivered at the designated point(s), in exact accordance with specifications.

NOTE: Failure to provide a 60-day bid acceptance period may result in expiration of the bid prior to award.

BIDDER'S NAME AND SIGNATURE: Unless specific written exception is taken, the bidder, by signing and submitting a bid, agrees with and accepts responsibility for all certifications and representations as required by the solicitation and GPO Contract Terms – Publication 310.2. When responding by 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)

THIS SECTION FOR GPO USE ONLY

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

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