

U.S. GOVERNMENT PRINTING OFFICE
Philadelphia, PA

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS
For the Procurement of

Appeals Briefs and Appendices
As requisitioned from the U.S. Government Printing Office (GPO) by the

Department of Justice
U.S. Attorney's-Eastern District of New York

Single Award

The term of this contract is for the period
Beginning Date of Award 2014 and ending April 30, 2015

TERM OF CONTRACT: The term of this contract is for 12 months (base period Date of Award through April 30, 2015) and 4 optional 12 month periods. Special attention is directed to the following provision and clauses in Section 1 of this contract: "Option to Extend the Term of the Contract", and "Economic Price Adjustment."

BID SUBMISSION: This is a small purchase term contract. **Facsimile bids in response to this solicitation are permitted.** Facsimile bids may be submitted directly to the GPO, FAX No: 215-364-6479. The Program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2 as revised June 2001.

QUOTES ARE REQUESTED BY: 11: Am., prevailing Philadelphia, PA time on May 12, 2014.
<BOD> April 29, 2014 </BOD>.

Abstract is available on GPO Web Site at { [HYPERLINK](http://www.gpo.gov/gpo/abstracts/abstract.action?region=Columbus)
"http://www.gpo.gov/gpo/abstracts/abstract.action?region=Columbus" }.

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 **25-mile radius of Brooklyn, NY.**

For information of a technical nature, call Karen Capie (215) 364-6465, ext. 3. (No collect calls).

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. 06/01)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Pub. 310.1, effective May 1979 (revised 08/02)).

GPO PUB. 310.2 IS AVAILABLE ON GPO WEB SITE AT
{ HYPERLINK "http://www.gpo.gov/printforms/index.html" }

GPO PUB. 310.1 IS AVAILABLE ON GPO WEB SITE AT
{ HYPERLINK "http://www.gpo.gov/printforms/index.html" }

REVISED GPO DISPUTES CLAUSE (06/08) IS AVAILABLE ON GPO WEB SITE AT
{ HYPERLINK "http://www.gpo.gov/printforms/pdf/contractdisputes.pdf" }

REGULATIONS GOVERNING PROCUREMENT

The U.S. Government Printing Office (GPO) is an office in the legislative branch of the United States Government. Accordingly, the Federal Acquisition Regulation is inapplicable to this, and all GPO procurements. However, the text of certain provisions of the Federal Acquisition Regulation as contained in the Code of Federal Regulations (CFR), are referenced in this solicitation. The offeror should note that only those provisions of the Federal Acquisition Regulation which are specifically incorporated by reference into this solicitation, are applicable.

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 Z 1.4):

- (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	Approved Proofs
P-8. Halftone Match (Single and Double Impression)	Approved Proofs
P-9. Solid and Screen Tint Color Match	Approved Proofs

OPTION TO EXTEND THE CONTRACT TERM: The Government may extend the term of this contract by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises an option, the extended contract shall be considered to include this clause. The duration of this contract, including the exercise of any options under this clause, shall not exceed May 31, 2015.

Notwithstanding the above paragraph, at the request of the Government, the term of any contract resulting from this solicitation may be further extended for such period of time as may be mutually agreeable to the GPO and the contractor.

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 prices set forth in this contract shall be adjusted in accordance with the provisions of this clause, provided that, in no event will prices be revised to exceed the maximum permissible under any law existing as of the date of the contract or as may be hereafter promulgated.

PRICE ADJUSTMENT PERIOD: For the purpose of this clause, the program years shall comply with the Contract Term clause. There shall be no price adjustment for orders placed during the first program year of this contract.

PRICE ADJUSTMENT: The prices shall be adjusted on the basis of the "Consumer Price Index for All Urban Consumers - Commodities Less Food, Seasonally Adjusted," published monthly in the CPI Detailed Report by the Department of Labor, Bureau of Labor Statistics, in the following manner:

- (1) The contract price of orders placed during the adjusted period (excluding reimbursable postage or transportation costs) shall be adjusted by the percentage increase or decrease in the average, seasonally adjusted Consumer Price Index For All Urban Consumers-Commodities Less Food (seasonally adjusted) as follows: An index shall be calculated by averaging the 12 seasonally adjusted months ending 3 months prior to the expiration of the first period of this contract. This average is then compared with the average index for the 12-month period ending 3 months prior to the beginning of the contract, called the base index. The percentage increase or decrease by comparing these two indexes shall be applied to the contractor's invoices for orders placed during the price adjustment period.
- (2) The Government will notify the contractor in writing of the percentage increase or decrease to be applied to any invoices to be submitted for orders subject to price adjustment in accordance with this clause. Such percentage will be determined from the published index as set forth above. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs. Any applicable discounts will be calculated on the basis of the invoice price as adjusted.

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

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

PAYMENT: Submit all vouchers to: Comptroller, STOP FMCE, Office of Financial Management, U.S. Government Printing Office, and Washington, D.C. 20401.

The contractor may FAX the completed invoice by utilizing the GPO barcode coversheet program application. Click on the hyperlink and follow the instructions as indicated at the following web address: { HYPERLINK "http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html." } Facsimile transmission should only be used when no samples are required with the invoice, otherwise payment will be held up while the invoice is returned for the required sample(s).

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

W0285

PRIOR TO AWARD: A meeting will be held at the U.S. Attorney's office prior to actual award, to go over the provisions of the contract and establish initial contact with the Agency.

The Government may require, prior to award, the production of a brief submitted by the Department to check contractor conformance with schedule and quality requirements.

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 2014 through April 30, 2015(through April 30, 2019), if all options are taken. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

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

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

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

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

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

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

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

C0005

SECTION 2. - SPECIFICATIONS

C0010

SCOPE: These specifications cover the production of Appeals Briefs and Appendices requiring such operations as copy pickup, typesetting of cover, direct image printing, preparation for electronic filing and service, binding, packing filing and serving, (via paper, CM/ECF, and /or via CD/DVD) and distribution.

C0025

FREQUENCY OF ORDERS: Appeals Briefs: C0055 Approximately 2 orders per week. In addition there will be approximately 20 separate Appendices per year.

Contractors please note that at least 15% of the briefs must be delivered to the court as late as midnight on a Friday evening.

D0015

QUANTITY: Approximately 10 to 20 copies per order. Average is 16. Occasionally, there will be an order for between 18 and 20 copies and a random order for 400 copies.

D0025

NUMBER OF PAGES: Approximately 12 to 350 pages per order. Average no. of pages is 90.

E0005

TRIM SIZE: 8-1/2 x 11"

F0010

GOVERNMENT TO FURNISH: Contractor will be required to pickup material if the material needs to be picked up, from the U.S. Attorney's Office for the Eastern District of New York USAO-EDNY), 271 Cadman Plaza East, Brooklyn, NY 11201.

Manuscript copy for the cover.

Camera ready copy for the text, copy is all type and rule.

Facsimile, Form 905 (R. 3/90) with labeling and marking specifications.

F0260

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

G0005

CONTRACTOR TO FURNISH: G0010 All materials and operations, other than those listed under "Government to Furnish," necessary to produce the product(s) in accordance with these specifications.

COMPOSITION: Contractor will be required to typeset all covers. Type to be used is 11 to 72 point Century and Spartan Heavy. See sample of cover attached.

No alternate typefaces will be allowed; however, manufacturers' generic equivalents will be accepted for the above typefaces. Each bidder shall list in the bid the name of the generic equivalent typeface(s) and composing machine to be used.

H0540

The GPO reserves the right to require samples of any generic equivalent typefaces offered if it is deemed necessary in order to determine the suitability of the offered typefaces.

I0015

REPRODUCIBLES: I0025 The contractor must make all reproducibles required.

I0200

At contractor's option, electrostatic copying or printing with direct image plates is an acceptable method of reproduction provided that the quality levels are maintained.

PROOFS: J0010The proofs must have all elements in their proper position.

2 sets of page proofs for the cover only.

J0275

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.

Contractor will be required to email or fax proofs to the USAO-EDNY.

J0305

Contractor must not print prior to receipt of an "OK to print."

PREPARATION OF BRIEFS AND APPENDICES FOR ELECTRONIC FILING AND SERVICE IN COMPLIANCE WITH SECOND CIRCUIT LOCAL RULES 25.1 AND 25.2, AS AMENDED AND ADOPTED ON DECEMBER 15, 2010: The following services will not be required for every brief and appendix, but some or all of these services will be required of the Contractor on a case-by-case basis, at the request of the USAO-EDNY..

1) Formatting and producing the brief as a PDF for electronic filing by scanning, combining, making text-searchable and paginating, in accordance with the Second Circuit=s requirements, the PDF versions of its components, i.e., cover, table of contents, table of authorities, body, certificate of compliance, declaration of filing and service, and addenda.

2) Formatting and producing the appendix as a PDF for electronic filing by scanning, combining, making text-searchable and paginating, in accordance with the Second Circuit=s requirements, the PDF or paper versions of its components, i.e., cover, table of contents, and designated portions of the record on appeal.

3) Transferring the PDF version of an oversized brief or an appendix onto a CD or DVD for filing and service when that is required by Second Circuit Local Rule 25.1(j) (3) or 25.2(h).

4) Filing and serving the PDF versions of a brief and/or an appendix by CM/ECF.

STOCK/PAPER: L0010The paper to be used will be indicated on each print order.

L0015 (R. 4/99)

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. 11" dated February 1999.

L0035

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

TEXT: L0305White Writing, (basis weight: 20} lbs per 500 sheets, 17 x 22"), equal to JCP Code D10.

COVER: L0465White and Colored (usually, but not limited to, Red, Gray, Green and Blue) Vellum-Finish Cover, (basis weight: 65lbs per 500 sheets, 20 x 26"), equal to JCP Code L20.

PRINTING: Print face only or face and back in black ink

INK: If lithographic ink is used in the performance of this contract, the ink shall contain not less than the following percentages of vegetable oil: (a) news ink, 40 percent; (b) sheet-fed and forms ink, 20 percent; and (c) heat-set ink, 10 percent. High quality color process printing on high speed heat-set presses is excepted when slow drying time significantly increases production costs.

MARGINS: N0060Adequate gripper margins throughout.

BINDING: O0070 Perfect-bind text and wraparound cover; trim three sides. Cover trims flush.

PACKING: Q0135 Pack in shipping containers. Q0147 (R. 10/98) (Use until a revised Contract Terms (GPO Publication 310.2) is issued.) Shipping containers must be made in accordance with ASTM D5118 and any amendments thereto and shall have a minimum bursting strength of 275 pounds per square inch or a minimum edge crush test (ECT) of 44 pounds per inch width. Q0150 Each shipping container must not exceed 40 pounds when fully packed.

LABELING AND MARKING: R0025 Reproduce shipping container label from furnished repro, fill in appropriate blanks and attach to shipping containers.

T0005

DISTRIBUTION: T0495

Deliver f.o.b. destination to within the commercial zone of New York, NY

Deliver bulk shipment and all originals to: U.S. Attorney's Office of the Eastern District of New York, 271 Cadman Plaza East, Brooklyn, NY 11201

SERVICE AND FILING OF BRIEFS AND APPENDICES BY CONTRACTOR:

For each brief and/or appendix prepared by the Contractor with respect to which a request is made by the Government, the Contractor shall, in a manner consistent with the requirement of the United States Court of Appeals for the Second Circuit and the directions of the U.S. Attorney's Office for the Eastern District of New York, file and serve the appropriate number of copies of the brief and/or appendix, whether in paper or other form. Filing and service via CM/ECF will generally be performed by the USAO-EDNY, but the USAO-EDNY has the option to request, on a case-by-case basis, that this function be performed by the Contractor.

Service of paper copies, if necessary, will generally be by mail but personal service may be required. Absent a request by the Government that a particular brief and/or appendix be served and filed by the Contractor, the Contractor shall deliver to the Government the number of copies of the brief and/or appendix specified in the print order form.

If personal service is required, and the party is located more than 25 miles from the contractor's office, the Government will pay actual charges at cost without markup.

V0260

All expenses incidental to returning materials, submitting proofs, and furnishing samples must be borne by the contractor.

RECEIPT FOR DELIVERY: Contractor must furnish their own receipts for delivery. These receipts must include the GPO jacket, program, and print order numbers: total quantity delivered, number of cartons, and quantity per carton: date delivery made: and signature of the Government agent accepting delivery. The original copy of this receipt must accompany the contractor's voucher for payment.

SCHEDULE: U0210U0270Adherence to this schedule must be maintained.

U0275

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

U0285

No definite schedule for pickup of material can be predetermined.

Day 1: Contractor will be given manuscript copy for the cover. Contractor shall set all type and submit page proofs to the agency. Proofs will be held 1 day.

Day 2: Between 9:00am and 9:00pm contractor will pickup camera copy for the text. Contractor to print and bind and file and serve (if necessary) by 12:00am (Midnight).

Copies not filed and served must be delivered to the agency by 8:00am on the third day.

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.

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.

V0025

DETERMINATION OF AWARD: The Government will determine the lowest offer by applying the prices listed in the "Schedule of Prices" to the following units of production. The item designations correspond to those listed in the "Schedule of Prices". The bidder must make an entry in each of the spaces provided.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production that are inconsistent or unrealistic in regard to other prices in the same offer, or to GPO prices for the same operation if such action would be in the best interest of the Government.

I(a) 13

(b) 17,856

II (a) 76

(b) 15

(c) 76

1. 17856

2. 5

Y0005

SECTION 4. - SCHEDULE OF PRICES

Bids offered are f.o.b. destination.

Y0030

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

Y0040

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

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

Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

Y0055

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.

Y0060

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

Y0075

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

Y0145

(Initials)

I: COMPLETE PRODUCT: Prices offered shall included the cost of all required materials and operations (except items II) necessary for the complete production and distribution of the products listed in accordance with these specifications. Cost of all typesetting for cover, paper and binding are to be included in the prices.

NOTE: RUNNING RATE IS PER 10 COPIES

RUNNING PER
10 COPIES

Includes makeready if required.

(a) Complete cover (wraparound) include typesetting \$ _____

(b) Text per page \$ _____

II: SERVICE AND FILING OF BRIEFS AND APPENDICES BY CONTRACTOR: At Governments option.

(a) Filing brief and appendices or attachments
At court and on one party \$ _____

(b) Each additional service \$ _____

(c) Electronic Filing of briefs and appendices \$ _____

1. Searchable .pdf.....per page \$ _____

2. CD-ROM.....each disc \$ _____

Y0145

(Initials)

ZA1370

TYPEFACES: If manufacturer's generic equivalent typefaces are proposed, the bidder must list on the line of the same number as the preferred typeface, the name of the equivalent typeface and composing machine to be used.

Preferred Typefaces:

1. Century
2. Spartan Heavy

Manufacturers Generic Equivalent Typefaces	Name of Composing Machine
1. _____	_____
2. _____	_____

ZA1375

BIDDERS NAME AND SIGNATURE: Fill out and return three copies of all pages in "Section 4.- Schedule of Prices", initial or sign each in the space provided and submit with the original and duplicate copies (parts 1 and 2) of GPO Form 910, "Bid". Do not enter bid prices on GPO Form 910. NOTE: The schedule of prices will prevail in instances where prices are inadvertently entered on GPO Form 910.

Bidder _____

(City - State)

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

(Person to be contacted)

(Telephone Number)

ZA1380

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

Post office _____

Located at Street Address _____

City _____, State _____ Zip Code _____

Program 2214-S Term 06/01/14 to 04/30/15(19)
 TITLE: APPEALS BRIEFS AND APPENDICES

ITEM #	DESCRIPTION	BASIS OF AWARD	UNIT RATE	AWARDED		09-'13 prev. k	
				RECORD PRESS NEW YORK, NY COST	UNIT RATE	RECORD PRESS NEW YORK, NY COST	UNIT RATE
	<i>Running rate is per 10 copies Includes makeready, if required</i>						
I	COMPLETE PRODUCT						
a	COMPLETE COVER	13	30.00	390.00	30.00	390.00	
b	TEXT PER PAGE	17,856	1.25	22,320.00	1.00	17,856.00	
II	SERVICE AND FILING OF BRIEFS						
a	FILING BRIEF AND APPENDICES AT COURT AND ON ONE PARTY	76	15.00	1,140.00	15.00	1,140.00	
b	EACH ADDITIONAL SERVICE	15	10.00	150.00	10.00	150.00	
c	ELECTRONIC FILING OF BRIEFS, APPENDICES	76	35.00	2,660.00	15.00	1,140.00	
	(1) Searchable .pdf...per page	17,856	0.12	2,142.72	0.10	1,785.60	
	(2) CD-ROMeach disc	5			4.50	22.50	
	CONTRACTOR TOTALS			\$28,802.72		\$22,484.10	
	DISCOUNT						
	DISCOUNTED TOTALS			\$28,802.72		\$22,484.10	

AWARDED