

ITEM NO.	DESCRIPTION	BASIS OF AWARD	Complete Discovery Source		Epiq eDiscovery		Novitas Data	
			UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST
I.	<b>E-DISCOVERY:</b> Prices quoted shall include the cost of all required materials and operations necessary, for the complete electronic file conversion, burning to disc, packing and distribution of the products listed in accordance with these specifications.							
(a)	Email .pst processing and their attachments. Agency will provide .pst files. With an defined number of emails and attachments. <b>Cost per GB.</b>	30	175.00	\$ 5,250.00	30.00	\$ 900.00	45.00	\$ 1,350.00
(b)	Conversion of gray-scale electronic files and their attachments to 300 dpi tiff, jpeg, pdfs, or pst. <b>Cost per 100 images.</b>	150	0.00	\$ -	1.00	\$ 150.00	3.00	\$ 450.00
(c)	Conversion of color electronic files and their attachments to 300 dpi tiff, jpeg, pdfs, or pst. <b>Cost per 100 images.</b>	100	0.00	\$ -	1.00	\$ 100.00	3.00	\$ 300.00
(d)	Conversion of Microsoft Excel files to 300 dpi tiff, jpeg, pdfs, or pst. <b>Cost per 100 images.</b>	20	0.00	\$ -	1.00	\$ 20.00	3.00	\$ 60.00
(e)	Optical Character Recognition (OCR) of Electronic files. <b>Cost per 100 images.</b>	270	0.00	\$ -	NC	\$ -	2.00	\$ 540.00
(f)	Extraction of metadata from electronic document files to a load file or index. <b>Cost per 100 documents.</b>	270	0.00	\$ -	2.00	\$ 540.00	2.00	\$ 540.00
(g)	Extraction (capture) Attachments and images within Teams Chats. With an defined number of messages. <b>Cost per user.</b>	30	50.00	\$ 1,500.00	NC	\$ -	1400.00	\$ 42,000.00
II.	<b>EXTERNAL ELECTRONIC STORAGE DEVICES:</b> Prices offered shall be all inclusive for the production of external (encrypted) hard drive storage devices in accordance with the terms of these specifications. Cost must include all required materials, operations and distribution in accordance with the specifications.							
(a)	Downloading files to minimum 1 TB external hard drive compatible to the agency's computer platform. Cost will include downloading files and storage devices. <b>Cost per hard drive.</b>	20	225.00	\$ 4,500.00	125.00	\$ 2,500.00	100.00	\$ 2,000.00
III.	<b>OBJECTIVE AND IN-TEXT CODING:</b>							
(a)	Bibliographic objective coding, up to 30 key-strokes per field. Objective coding includes, but not limited to fields such as document date, document type, pre-existing Bates numbers, attachment range, document title, author, and recipient. It is coding that does not require the contractor to read or understand the text, but can be copied verbatim from the document into the appropriate database field. <b>Cost per 100 fields.</b>	270	20.00	\$ 5,400.00	7.00	\$ 1,890.00	15.00	\$ 4,050.00
(b)	Cost for each additional 30 key-strokes of objective coding per field.	270	0.50	\$ 135.00	0.08	\$ 21.60	0.15	\$ 40.50
IV.	<b>ADDITIONAL OPERATIONS:</b>							
(a)	Electronic file naming, <b>cost per 100 files.</b>	870	0.00	\$ -	1.00	\$ 870.00	5.00	\$ 4,350.00
(b)	Creating a load file for various databases, <b>cost per load file creation.</b>	10	0.00	\$ -	NC	\$ -	75.00	\$ 750.00
(c)	Database management, <b>cost per hour.</b>	240	110.00	\$ 26,400.00	125.00	\$ 30,000.00	125.00	\$ 30,000.00
(d)	Relativity software training, all phases, with an undefined number of students per session, <b>cost per hour.</b>	2	110.00	\$ 220.00	195.00	\$ 390.00	125.00	\$ 250.00
(e)	Electronic Bates stamping, <b>cost per 100 stamps.</b>	270	0.00	\$ -	1.00	\$ 270.00	2.00	\$ 540.00
(f)	Relativity Hosting and User fees for Relativity is <b>Cost per user per month.</b>	48	75.00	\$ 3,600.00	90.00	\$ 4,320.00	185.00	\$ 8,880.00
(g)	GB storage fee for data being hosted in Relativity is <b>Cost per GB per month.</b>	900	4.50	\$ 4,050.00	6.00	\$ 5,400.00	8.00	\$ 7,200.00
(h)	Document review and staffing services							
(1)	Team Lead and other staffing services including production staffing and analytics staffing. <b>Cost per hour.</b>	580	50.00	\$ 29,000.00	65.00	\$ 37,700.00	40.00	\$ 23,200.00
(2)	2nd level review completed by non-licensed attorney. <b>Cost per hour.</b>	200	39.00	\$ 7,800.00	45.00	\$ 9,000.00	40.00	\$ 8,000.00
(3)	Review Manager. <b>Cost per hour.</b>	200	115.00	\$ 23,000.00	150.00	\$ 30,000.00	140.00	\$ 28,000.00
(i)	Attorney Review for reviewing and staffing by licensed attorneys completing 1st Level Review. <b>Cost per hour.</b>	980	45.00	\$ 44,100.00	41.00	\$ 40,180.00	40.00	\$ 39,200.00
<b>CONTRACTOR TOTALS</b>				\$ 154,955.00		\$ 164,251.60		\$ 201,700.50
<b>DISCOUNT</b>			2.00%	\$ -		\$ -		\$ -
<b>DISCOUNTED TOTALS</b>			15 days	\$ 154,955.00		\$ 164,251.60		\$ 201,700.50

AWARDED

Reviewed by: \_\_\_\_\_



June 1, 2023

This is Amendment No. 1. The specifications in our invitation for bids on Program 3026S R-1, scheduled for opening at 2:00 p.m., prevailing Seattle WA time, on June 9, 2023, are amended as follows:

1. On page 11 replace the Determination of Award item designations for IV. (h).

**Delete the paragraph that reads on page 11:**

IV. (h) 980

**And insert in lieu thereof:**

IV. (h) (1) 580  
(2) 200  
(3) 200

2. On page 14 adjust the line item letters under IV. (h) and IV. (i).

**Delete the paragraph that reads on page 14:**

IV. (h) Document review and staffing services is **Cost per hour.** \$ \_\_\_\_\_  
(i) Attorney Review is **Cost per hour.** \$ \_\_\_\_\_

**And insert in lieu thereof:**

IV. (h) Document review and staffing services  
(1) Team Lead and other staffing services including production staffing and analytics staffing.  
**Cost per hour.** \$ \_\_\_\_\_  
(2) 2<sup>nd</sup> level review completed by non-licensed attorney  
**Cost per hour.** \$ \_\_\_\_\_  
(3) Review Manager. **Cost per hour.** \$ \_\_\_\_\_  
  
(i) Attorney Review for reviewing and staffing by licensed attorneys completing 1<sup>st</sup> Level Review.  
**Cost per hour.** \$ \_\_\_\_\_

All other specifications remain the same.

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

[bidsnorthwest@gpo.gov](mailto:bidsnorthwest@gpo.gov)



The Program 3026S R-1 and bid opening date must be specified in the subject line of the email.

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,

ROLAND D. WHITEHURST  
Contracting Officer



**Roland D. Whitehurst**  
Contracting Officer



May 30, 2023

## **NOTICE OF RESOLICITATION**

To Whom It May Concern:

Resolicitation Notice for Program 3026S

Specifications have been extensively revised. See the revised specifications. Changes include change in Subcontracting clause, removal of Scanning, change in line items, change in Scope, etc.

Sincerely,

Roland Whitehurst  
Contracting Officer

Program 3026-S, Revision One  
Specifications by FB  
Reviewed by RW

U.S. GOVERNMENT PUBLISHING OFFICE  
Northwest

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

**E-Discovery**

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

US DOI/Bureau of Reclamation  
Columbia Pacific Northwest Regional Office

Single Award

**BID OPENING:** Bids shall be opened at 2:00 p.m., prevailing Seattle time, on June 9, 2023 at the U.S. Government Publishing Office, Northwest Regional Office.

**TERM OF CONTRACT:** The term of this contract is for the period beginning Date of Award and ending May 31, 2024, plus up to four 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.

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

**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 500-mile radius of CPN Regional Office (1150 N Curtis Rd Boise, ID 83706).

**BID SUBMISSION:** Bidders must email bids to [bidnorthwest@gpo.gov](mailto:bidnorthwest@gpo.gov) for this solicitation. No other method of bid submission will be accepted at this time.

The Program 3026S and bid opening date must be specified in the subject line of the emailed bid submission. Bids received after 2:00 pm, prevailing Seattle WA time on the bid opening date specified above will not be considered for award. This will not be a public bid opening.

**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.

For information of a technical nature, contact Northwest GPO at 206-764-3726 or [infonorthwest@gpo.gov](mailto:infonorthwest@gpo.gov) and [fbuchko@gpo.gov](mailto:fbuchko@gpo.gov).

**SECTION 1. - GENERAL TERMS AND CONDITIONS**

**GPO CONTRACT TERMS:** Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 01-18)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (revised 9-19)).

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-rev-09-19.pdf>.

**SUBCONTRACTING:** The predominant production function is eDiscovery and Relativity Hosting. Subcontracting, partnerships and joint ventures are not 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 N
- (b) Finishing (item related) Attributes -- Level N

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	Government furnished material

Qualifications for eDiscovery services: Contractor must be able to provide proof of Relativity Certified Administrators, Relativity Certified Experts and Relativity Certified Masters

**SECURITY:** Documents and hard drives must be stored in a locked file cabinet or office within a locked facility.

The contractor shall take all necessary precautions to insure against loss of forms, negatives, or other reproducibles at any time prior to delivery by him to a transportation agent or delivery to destination.

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.

**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:** Contractor must prepare a security plan for handling SBU (Sensitive But Unclassified) and PII (Personally Identifiable Information) for the agency approval.

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 and/or subcontractor(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. 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)
- 7) Letter of commitment from any subcontractor

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.

**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 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 and ending May 31, 2024, 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 3 months prior to the beginning of the contract, 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.

**NOTIFICATION:** The contractor will be notified of availability or nonavailability of funds for subsequent periods. Cancellation is effected if (i) the Contracting Officer notifies the contractor that funds are not available for the next year, or (ii) the Contracting Officer fails to notify the contractor that funds are available for the next year.

**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 May 31, 2024 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.

**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 INVOICE FOR PAYMENT MUST BE ITEMIZED IN ACCORDANCE WITH THE SCHEDULE OF PRICES. FAILURE TO ITEMIZE IN ACCORDANCE WITH THE SCHEDULE OF PRICES MAY RESULT IN DELAYED PAYMENT.**

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

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

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

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

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

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

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

## SECTION 2.- SPECIFICATIONS

**SCOPE:** These specifications cover E-Discovery Services. Requiring such operations as capturing and data processing of electronic files into load files for e-discovery software; metadata extraction; set up of relativity database or workspace; Relativity Advanced Analytics for technology assisted review; Reclamation access to Relativity database; data hosting and storage; document review, Attorney Review and staffing services; record production including index and privilege log creation, document processing to bates stamped pdf, native document format productions for document types that do not convert to pdf easily such as MS Excel or GIS files, copying produced records to hard drives, and packing and shipping of administrative record hard drives; electronic bates stamping of OCR pdf files; and Relativity software training.

Service	Description
E-Discovery Services	<p>E-discovery services may include the following tasks:</p> <ul style="list-style-type: none"> <li>• <b>Relativity software</b> is the required e-discovery software.</li> <li>• Capturing and data processing of electronic files; emails; and Microsoft Teams chats, attachments, and images into load files for e-discovery software.</li> <li>• Metadata extraction from original electronic files and emails.</li> <li>• Set up of Relativity database(s) or workspace(s)</li> <li>• Relativity Advanced Analytics for technology assisted review. Analytic services may include duplicate document identification, email threading (identification of chains of email and branches), file name normalization, language identification, repeated content, etc.</li> <li>• Reclamation access to Relativity database</li> <li>• Data hosting and storage</li> <li>• Attorney Review and Staffing services               <ul style="list-style-type: none"> <li>○ 1<sup>st</sup> Level Review                   <ul style="list-style-type: none"> <li>▪ for responsiveness privilege, and identification of redactions.</li> </ul> </li> <li>○ Team Lead Review and other staffing services                   <ul style="list-style-type: none"> <li>▪ may include document review by Project Manager, Team Lead, Production Staff, Analytic Services staff</li> </ul> </li> <li>○ 2<sup>nd</sup> Level Review</li> <li>○ Review Manager Review</li> </ul> </li> <li>• Record production including index and privilege log creation, document processing to bates stamped pdf, native document format productions for document types that do not convert to pdf easily such as MS Excel or GIS files, copying produced records to hard drives, and packing and shipping of administrative record hard drives.</li> </ul>
Bates Stamping	<p>Electronic bates stamping of OCR pdf files created from native format electronic files with sequential alpha numeric stamp. Bates stamping will occur for sets of documents or project files to support litigation. Documents will be renamed with the starting bates number. Document index will be updated with the start and end bates number for each document and start bates number will be hyperlinked for ease of document retrieval. Bates stamped records and index will be copied onto hard drives. NOTE: This service will be used when agency has an index already created for electronic project files and there is an active litigation. No e-discovery services would be required.</p>
Relativity Software Training	<p>Contractor will provide Relativity software training to agency staff including software access, navigation, document review, coding, analytic basics, redactions, and other topics as needed.</p>

E-Discovery  
3026s R1 (05/24)

**TITLE:** E-Discovery

**FREQUENCY OF ORDERS:** Approximately 2 orders per year.

Approximately 2 ediscovery orders with approximately 15 pst files and approximately 13,500 docs per ediscovery order.

**NUMBER OF PAGES:** Approximately 250 to 12,000 pages per order with an average of 6,000 pages per order.

**GOVERNMENT TO FURNISH:**

Contractor must contact the agency contact referenced on the Print Order to arrange pickup of hard copy documents or transmission of files.

Government furnished material may include files available via FTP or Email; CD/DVD; hard copy; encrypted hard drive.

**Electronic file types required for eDiscovery including but not limited to:**

- MS Word (.doc and .docx)
- MS Excel (.xls and .xlsx)
- MS Outlook data files (.pst)
- MS PowerPoint (.ppt and .pptx)
- MS Access (.accdb and similar)
- MS Teams chats, attachments, files and images
- Adobe portable document format (.pdf)
- Data file types including (.dbf, .csv, or similar)
- Text Files (.txt)
- Video File types (.mp4, .avi, .mov)
- Audio File types (.mp3, .wav, .m4A)

Due to the sensitivity of the Government furnished materials, all pick-up and return of Government furnished materials must be prepared and transmitted in a secure manner which prevents loss, theft, or unauthorized access. See Security.

**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.

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.

The contractor shall also furnish the means and measures to ensure that the furnished materials will be handled in a secure fashion to ensure strict confidentiality of their contents. Please reference "Security" section of this contract.

**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 agency.

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.

**DOCUMENT CLEAN-UP:**

Contractor will be responsible for the following image clean-up requirements: contractor to straighten image(s) that are furnished skewed; contractor to despeckle image(s); contractor to crop image(s) as specified; and contractor to redact data as specified.

Saved files are to be optimized for high-resolution printing and low-resolution printing.

Contractor to use the following as the file naming convention: To be determined by each specific Print Order submitted.

Converted documents are to be text-searchable.

Electronic Bates numbering is required. No missing number or number skips are allowed, unless otherwise specified.

Bates numbering format will be determined by each specific print order submitted. However, Bates numbering should be done with an alpha numeric format to include four letters followed by 9 numbers i.e. USBR000000001

Contractor to identify metadata as specified by the ordering agency. Metadata may include but is not limited to document name, date/time created, date/time last modification, size, document type, number of pages, email to, from, cc, subject, data/time sent, size, native format. Metadata is to be stored information to be stored with the processed files for the length of the project – may be included in hosting.

Contractor to return converted documents as a single page PDF or multiple page PDF as indicated on the Print Order.

Contractor shall save final files to Encrypted Hard Drives. At the request of the agency, a suitable external hard drive compatible with the agency's computer platform will be provided by the contractor. All external drives must have a ten year data retention warranty. Hard drives must have a minimum of 1 TB capacity.

The ordering agency may require that the contractor return the furnished documents (or a small subset of the furnished documents) that have already been picked up by the contractor, but are still being converted.

If the file being requested was furnished electronically, the contractor may email the file to the ordering agency. If an email copy cannot be furnished, the contractor must return the original furnished hard copy file to the ordering agency.

When required, the contractor must email the file or return the requested original furnished hard copy file to an authorized representative of the ordering agency within 5 days of the initial request. A list of authorized agency personnel will be provided to the contractor after award of the contract.

UPS or FedEx with tracking may be used for pick-up and delivery or the contractor can use their own vehicles. All packages must be tracked.

Secure Transmission of Materials: Transmission of materials outside of the contractor's facility (i.e. pickup and return of government furnished materials, etc.) shall be conducted in a manner which prevents loss, theft, or unauthorized access. Materials may be transmitted by one of the following methods:

- a) Via employees of the contractor in a contractor-owned vehicle. Exclusive use of vehicle will be required for transport of all materials. All deliveries must be transported in appropriate-size, secure vehicles. All drivers must have a current state-issued driver's license and must carry a photo identification card issued by the contractor. At least one employee must remain with the material at all times. Employees must have a background check on file, be bonded and insured, and must maintain accountability logs to assist if an audit trail is necessary on any particular delivery.

- b) Via U.S. Postal Service (USPS) Express Mail, Registered Mail, and Certified Mail. (If using Express Mail, "Signature Required" must be checked.)
- c) Via a tier 1 national transport carrier (air and/or surface) with the following security requirements:
  - 1. Exclusive-use vehicles with direct, location-to-location service.
  - 2. Continuous shipment monitoring and ability to make real-time delivery adjustments.
  - 3. Background checks on all drivers, with driver and vehicle information available upon request.
  - 4. Secure online shipment tracking for shipment status monitoring from pickup to delivery, with summary report available upon delivery completion.

**TRAINING:** Relativity E-Discovery software training may be required. A contractor representative certified as a Relativity software Trainer is required. A copy of the certification certificate may be required at the request of the Government.

**PROOFS:**

When requested on the Print Order the contractor must upload initial files to an accessible location for agency inspection and approval that the quality is sufficient before completing the entire project.

Contractor must contact the agency contact indicated on the Print Order to arrange transmission.

Proofs will be withheld not more than 5 workdays from receipt by the Government to receipt in contractor's plant. Contractor must not proceed prior to receipt of an "OK to proceed". Contractor must not proceed prior to receipt of an "OK to proceed".

The final delivery is also subject to review and approval by the agency prior to the contractor returning the furnished material.

Any images found to be missing, of poor quality, or otherwise defective must be corrected.

**DISTRIBUTION:** Majority of orders will be within the states of Idaho, Washington, and Oregon. An occasional order may be within Montana or Washington DC.

When Government Furnished Material is required to be picked up or returned the reimbursement for picking up Government furnished materials and returning materials will be made by submitting shipping receipts.

Upon completion of each order, all Government Furnished Material must be returned to the Department, unless otherwise indicated on the Print Order.

Complete addresses will be furnished on individual print orders. Some orders will require an inside delivery.

**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). Furnished material must be picked up from and delivered to the ordering agency.

eDiscovery Orders will require from 30 days to 16 weeks depending on complexity, for complete production and delivery from the time the ordering agency notifies the contractor that the Government Furnished Materials are available for pickup.

E-Discovery  
3026s R1 (05/24)

The contractor is required to review the elements of each project and report back to the agency within 24 hours from receipt, with a time-line of completion. In the event that requirements and/or elements of a project change, the contractor is required to reassess the project and report any time-line changes to the agency. Pre-project meeting(s) with the contractor may be requested by the agency.

**The contractor must be accessible 7 days per week and 24 hours a day for pick-up, production and delivery.** Hours outside of normal business day will be less than 1% of the total schedule.

The ship/deliver date indicated on the print order is the date products ordered must be delivered to the destination(s) specified.

**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 12 months' work 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 the term of this contract.

The following item designations correspond to those listed in the "Schedule of Prices".

I. (a)	30
(b)	150
(c)	100
(d)	20
(e)	270
(f)	270
(g)	30
II. (a)	20
III. (a)	270
(b)	270
IV. (a)	870
(b)	10
(c)	240
(d)	2
(e)	270
(f)	48
(g)	900
(h)	980
(i)	980

**SECTION 4.- SCHEDULE OF PRICES**

Bids offered are f.o.b. destination.

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

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

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

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

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

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

The contractor is cautioned not to perform any operation(s) or produce any product(s) for which a price has not been offered under the contract. Further, the contractor is not to accept print orders which are outside the scope of the contract. Any changes made to the print order MUST be confirmed in writing by the Contracting Officer, Seattle GPO. If such orders are placed by the agency, and no Modification is received from the Seattle GPO, the contractor is to notify GPO Seattle immediately. Failure to do so may result in nonpayment.

**CONTRACTOR’S INVOICE FOR PAYMENT MUST BE ITEMIZED IN ACCORDANCE WITH THE SCHEDULE OF PRICES. FAILURE TO ITEMIZE IN ACCORDANCE WITH THE SCHEDULE OF PRICES MAY RESULT IN DELAYED PAYMENT.**

Fractional parts of 100 or 1,000 will be prorated at the per 100 or per 1,000 rate.

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



**I. E-DISCOVERY:** Prices quoted shall include the cost of all required materials and operations necessary, for the complete electronic file conversion, burning to disc, packing and distribution of the products listed in accordance with these specifications

- (a) Email .pst processing and their attachments. Agency will provide .pst files.  
With an defined number of emails and attachments. **Cost per GB.** \$ \_\_\_\_\_
- (b) Conversion of gray-scale electronic files and their attachments  
To 300 dpi tiff, jpeg, pdfs, or pst. **Cost per 100 images.** \$ \_\_\_\_\_
- (c) Conversion of color electronic files and their attachments  
To 300 dpi tiff, jpeg, pdfs, or pst. **Cost per 100 images.** \$ \_\_\_\_\_
- (d) Conversion of Microsoft Excel files  
To 300 dpi tiff, jpeg, pdfs, or pst. **Cost per 100 images.** \$ \_\_\_\_\_
- (e) Optical Character Recognition (OCR) of  
Electronic files. **Cost per 100 images.** \$ \_\_\_\_\_
- (f) Extraction of metadata from electronic document files  
To a load file or index. **Cost per 100 documents.** \$ \_\_\_\_\_
- (g) Extraction (capture) Attachments and images within Teams Chats.  
With an defined number of messages. **Cost per user.** \$ \_\_\_\_\_

**II. EXTERNAL ELECTRONIC STORAGE DEVICES:** Prices offered shall be all inclusive for the production of external (encrypted) hard drive storage devices in accordance with the terms of these specifications. Cost must include all required materials, operations and distribution in accordance with the specifications.

- (a) Downloading files to minimum 1 TB external hard drive compatible to the agency’s computer platform. Cost will include downloading files and storage devices. **Cost per hard drive.** \$ \_\_\_\_\_

**III. OBJECTIVE AND IN-TEXT CODING:**

- (a) Bibliographic objective coding, up to 30 key-strokes per field. Objective coding includes, but not limited to fields such as document date, document type, pre-existing Bates numbers, attachment range, document title, author, and recipient. It is coding that does not require the contractor to read or understand the text, but can be copied verbatim from the document into the appropriate database field.  
**Cost per 100 fields.** \$ \_\_\_\_\_
- (b) Cost for each additional 30 key-strokes of objective coding **per field.** \$ \_\_\_\_\_

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

**IV. ADDITIONAL OPERATIONS:**

- (a) Electronic file naming, **cost per 100 files.** \$ \_\_\_\_\_
- (b) Creating a load file for various databases, **cost per load file creation** \$ \_\_\_\_\_
- (c) Database management, **cost per hour.** \$ \_\_\_\_\_
- (d) Relativity software training, all phases, with an undefined number of students per session, **cost per hour.** \$ \_\_\_\_\_
- (e) Electronic Bates stamping, **cost per 100 stamps.** \$ \_\_\_\_\_
- (f) Relativity Hosting and User fees for Relativity is **Cost per user per month.** \$ \_\_\_\_\_
- (g) GB storage fee for data being hosted in Relativity is **Cost per GB per month.** \$ \_\_\_\_\_
- (h) Document review and staffing services is **Cost per hour.** \$ \_\_\_\_\_
- (i) Attorney Review is **Cost per hour.** \$ \_\_\_\_\_

\*\*\*\*\*

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 \_\_\_\_\_

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

**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 agrees, 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 email, fill out and return one copy of all pages in “SECTION 4. – SCHEDULE OF PRICES,” including initialing/signing where indicated. Valid electronic signatures will be accepted in accordance with the Uniform Electronic Transactions Act, §2. Electronic signatures must be verifiable of the person authorized by the company to sign bids.

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)

FOR GPO USE ONLY

\*\*\*\*\*

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