

U.S. GOVERNMENT PUBLISHING OFFICE

Washington DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Customs Bulletin and Decisions

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

**Department of Homeland Security
Bureau of Customs and Border Protection**

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning **Date of Award** and ending **September 30, 2018** plus up to *four (4)* optional 12-month extension period(s) that may be added in accordance with the "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in Section 1 of this contract.

BID OPENING: Bids shall be publicly opened at 11:00 a.m., prevailing Washington, DC time, on **September 15, 2017**.

BID SUBMISSION: Submit bid in pre-addressed envelope furnished with solicitation or send to: U.S. Government Publishing Office, Bid Section, Room C-848, Stop: CSPS, 732 North Capitol Street, NW, Washington, DC 20401. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO Bid Section, Fax No. (202) 512-1782. 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. Hand delivered bids are to be taken to: GPO Bookstore, 710 North Capitol Street, NW, Washington, DC, between the hours of 8:00 a.m. and 4:00 p.m., prevailing Washington, DC, time, Monday through Friday. The contractor is to follow the submission instructions posted in the Bid Submission/Opening area. If further instruction or assistance is required, call (202) 512-0526.

PRODUCTION AREA: It is assumed that all production facilities used in the manufacture of the products ordered under this contract will be located within a 125-mile radius of zero milestone, Washington, DC.

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

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

Abstracts of contract prices are available at <http://www.gpo.gov/gpo/abstracts/abstract.action?region=DC>

For information of a technical nature call **David Love** (202) 512-0310 or email aps-team1@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. 6-01)) and GPO Contract Terms, Quality Assurance through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (Rev. August 2002)).

GPO Contract Terms (GPO Publication 310.2) – <http://www.gpo.gov/pdfs/vendors/sfas/terms.pdf>

GPO QATAP (GPO Publication 310.1) – <http://www.gpo.gov/pdfs/vendors/sfas/qatap.pdf>

DISPUTES: GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008 clause found at www.gpo.gov/pdfs/vendors/contractdisputes.pdf.

SUBCONTRACTING: Subcontracting will not be permitted.

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

Product Quality Levels:

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

Inspection Levels (from ANSI/ASQC Z1.4):

- (a) Nondestructive Tests--General Inspection Level 1.
- (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	OK Proofs

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 this contract may not exceed **five years** as a result of, and including, any extensions added under this clause. Further extension may be negotiated under the "EXTENSION OF CONTRACT TERM" clause. See also "ECONOMIC PRICE ADJUSTMENT" for authorized pricing adjustments.

EXTENSION OF CONTRACT TERM: At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

ECONOMIC PRICE ADJUSTMENT: The pricing under this contract shall be adjusted in accordance with this clause, provided that in no event will any pricing adjustment be made that would exceed the maximum permissible under any law in effect at the time of the adjustment. There will be no adjustment for orders placed during the first period specified below. Pricing will thereafter be eligible for adjustment during the second and any succeeding performance period(s). For each performance period after the first, a percentage figure will be calculated as described below and that figure will be the economic price adjustment for that entire next period. Pricing adjustments under this clause are not applicable to reimbursable postage or transportation costs, or to paper, if paper prices are subject to adjustment by separate clause elsewhere in this contract.

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from **Date of Award** through **September 30, 2018**, 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 **June 30, 2017**, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

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

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

NOTE: Economic price adjustments are not cumulative and are to be applied to original bid prices only.

PAPER PRICE ADJUSTMENT. Paper prices charged under this contract will be adjusted in accordance with "Table 9 - Producer Price Indexes and Percent Changes for Commodity Groupings and Individual Items" in Producer Price Indexes report, published by the Bureau of Labor Statistics (BLS), as follows:

1. **BLS code 0913-01** for Offset Book will apply to all paper required under this contract.
2. The applicable index figures for the month of **September 2017** will establish the base index.
3. There shall be no price adjustment for the first three months of the contract.
4. Price adjustments may be monthly thereafter, but only if the index varies by an amount (plus or minus) exceeding 5% by comparing the base index to the index for that month, which is two months prior to the month being considered for adjustment.
5. Beginning with order placement in the fourth month, index variances will be calculated in accordance with the following formula:

$$\frac{X - \text{base index}}{\text{base index}} \times 100 = \text{ } \%$$

where X = the index for that month which is two months prior to the month being considered for adjustment.

6. The contract adjustment amount, if any, will be the percentage calculated in 5 above less 5%.
7. Adjustments under this clause will be applied to the contractor's bid price(s) for line item(s) III. (a)(b) in the Schedule Of Prices and will be effective on the first day of any month for which prices are to be adjusted.

The Contracting Officer will give written notice to the contractor of any adjustments to be applied to invoices for orders placed during months affected by this clause.

In no event, however, will any price adjustment be made which would exceed the maximum permissible under any law in effect at the time of the adjustment. The adjustment, if any, shall not be based upon the actual change in cost to the contractor, but shall be computed as provided above.

The contractor warrants that the paper prices set forth in this contract do not include any allowance for any contingency to cover anticipated increased costs of paper to the extent such increases are covered by this 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 a Preaward Survey or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

PREAWARD TEST: The contractor being considered for award will be required to demonstrate their ability to print the item(s) required in these specifications at the requisite quality level by completing a pre-award test.

The Government reserves the right to waive the pre-award test if there is other evidence that, in the opinion of the Contracting Officer, indicates that the contractor being considered for award has the capability to successfully produce the item(s) required.

Note: The Preaward Test must be performed at the same facilities and on the same equipment that will be used to produce the item (s) required for this contract.

1. Contractor must provide the following paper for testing **within 48 hours** after requested by the Government:

(a) 20 leaves (approx. 8 x 10-1/2") Light-Weight Offset Book (Bible Paper), equal to JCP Code A75

(b) Cover material samples – Cloth, Arlington Linen, Ocean 64300 (L) or equivalent.

Note: Samples must be of same stock contractor intends for use on this contract.

Offset Paper (Item 1(a)) required for testing must deliver by 3:00 p.m. EST to:

U.S. Government Publishing Office, Customer Services Department, Agency Publishing Services, 732 North Capitol Street NW, Mail Stop CSAP, Room C838, AST 1, Washington, DC 20401. Attn: David Love (202-512-0310)

Sampling and Testing: Shall be conducted in accordance with standards in Parts 2 and 4 of the "Government Paper Specification Standards No. 12" dated March 2011.

2. Contractor will be required to capture text/information such as that displayed in the attached Exhibits. Text/information must be acquired from Government furnished information provided on CD-R/RW, printed manuscript, or specified Internet site(s).
3. Contractor must compile captured text/information and create a database capable of being updated. Captured text/information will be used to create page layouts that **MUST** be an exact match of the Exhibits (e.g., fonts, typography, layout, etc.) in accordance with the requirements described in this contract.
4. Contractor must generate and submit one (1) copy of the compiled page layouts as a black and white digital proof, and the created database and page layouts on disk or CD-R/RW within **five workdays** after request by the Government.

Cover material samples (Item 1(b)) and disk required for approval (item 4) must be delivered to:

U.S. Customs & Border Protection, Design and Publishing Group, 1300 Pennsylvania Ave NW, Washington, DC 20229. Attn: Trish Mancuso (202-344-2106).

Approval of Pre-award Test: Approval will be based upon the contractor 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.

If the low bidder is declared nonresponsible, then the second low bidder will then be tested, and at the option of the Government, this process will continue until a successful bidder is found.

No charges will be allowed for costs incurred by the Contractor for materials required or services necessary in the performance of this pre-award test.

POST-AWARD CONFERENCE: In order to ensure that the Contractor fully understands the total requirements of this program, as indicated in these specifications, Government representatives reserve the right to conduct a conference with the Contractor's representatives at the United States Government Publishing Office (GPO), Washington, DC, immediately after award.

ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS: A GPO Jacket Number will be assigned and a Purchase Order issued to the contractor to cover work performed. The Purchase Order will be supplemented by an individual "Print Order" for each job placed with the contractor. The Print Order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from **Date of Award** through **September 30, 2018**, 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.

RIGHTS IN DATA: The term "Data" as used herein includes all information in connection with the supplies and operations under contract herein, including copy furnished by the Government and the disks to be delivered (including the information in whatever form contained thereon).

All data, whether first produced in the performance of this contract or delivered by the Government to the contractor for use during the performance of this contract, shall be the sole property of the Government. The contractor shall have no rights at common law or equity and may not establish any statutory copyright in such data.

The contractor shall not sell, publish, copy, or distribute any such data, in whole or in part, (other than as required by the terms of this contract) without the express written consent of the Government.

After the camera copy for the page has been approved, and sent to press, the contractor will be held responsible to update the contractor's data base and make sure that the corrections are incorporated onto the diskette provided to the Government with each print order.

PAYMENT: Submitting all invoices for payment via the GPO fax gateway (if no samples are required) utilizing the GPO barcode coversheet program application is the fastest method of getting paid. The information for using this method can be found at the following web address:

<https://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/finance/index.htm>.

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

SECTION 2 – SPECIFICATIONS

SCOPE: These specifications cover the publication of weekly self-covered pamphlets, and an annual case bound publication. Requirements include such operations as capturing text/information from furnished electronic storage media and printed manuscript; developing, updating and managing a database created from captured text/information; creating indices; creating and generating page layout; printing, stamping, binding, and distribution.

TITLES AND FREQUENCY OF ORDERS:

Weekly Product: Customs Bulletin and Decisions (self-covered)
Annual Product: U.S. Court of International Trade Report (case bound)

QUANTITY:

Weekly Product: Approximately 2,000 to 4,000 copies per order.
Annual Product: Approximately 500 to 2,000 copies per order.

NUMBER OF PAGES:

Weekly Product: Approximately 10% of orders expected to be between 4 and 50 pages.
Approximately 70% of orders expected to be between 50 and 150 pages.
Approximately 20% of orders expected to be between 150 and 350 pages.
Annual Product: Approximately 200 pages up to 2,000 pages per order.

TRIM SIZE: 5-7/8 x 9-1/8" for all products.

GOVERNMENT TO FURNISH:

Electronic media will be furnished as follows –

Platform: Macintosh or PC compatible using Windows.

Storage Media: CD-R/RW, DVD-R/RW, E-mail or via contractor-hosted SFTP server
Files will be furnished in native application format and/or PDF format.

Software: Microsoft Word or Adobe Acrobat
All files will be created in current versions or near current versions of the above mentioned program.

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

Additional Information supplied

- Printed manuscript copy.
- Camera copy consisting of line art to be reproduced at various focuses.
- One reproduction proof, Form 905 (Rev. 8/95), with labeling and marking specifications.
- A supply of Blue Labels and Selection Certificates for shipping Departmental Random copies.
- Documents published for the U.S. Court of Appeals for the Federal Circuit and for the U.S. Court of International Trade (Slip-Ops) will be supplied as either a printed manuscript, on CD-R or DVD.
- Exhibit A - CBW front cover

- Exhibit B - CBW inside front cover
- Exhibit C - CBW CBP Decision
- Exhibit D - CBW General Notice
- Exhibit E - CBW sample
- Exhibit F - CBW table
- Exhibit G - CBW CIT Judge Page
- Exhibit H - CBW Slip Op
- Exhibit I - CBW Index
- Exhibit J - CIT Bound spine
- Exhibit K - CIT Bound front cover
- Exhibit L - CIT Bound back cover
- Exhibit M - CIT Bound TOC
- Exhibit N - CIT Bound sample
- Exhibit O - CIT Bound table
- Exhibit P - CIT Bound Index 1
- Exhibit Q - CIT Bound Index

Exhibits: The facsimiles of sample pages shown as Exhibits A through Q are representative of the requirements which will be ordered under this contract. However, it cannot be guaranteed that future orders will correspond exactly to these Exhibits.

Address labels: Preaddressed First Class Permit Imprint, pressure-sensitive, 4 x 3-3/8", mounted on 13" wide, marginally punched, continuous paper perforated every 3-1/2". Backing sheet is perforated between labels. Labels are NOT ZIP code sorted. Labels have quantities indicated thereon.

Identification markings such as register marks, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried on copy or film or in the electronic files, must not print on finished product.

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

The Contractor must be able to transfer files electronically via a contractor-hosted Secure File Transfer Protocol (SFTP) server. Appropriate log-on instructions and protocol must be provided at time of award

Contractor will be required to capture text/information from information furnished by the Government either electronically (CD-R/RW, DVD-R/RW, e-mail or via contractor-hosted SFTP server), or as a printed manuscript.

Contractor will be required to create indices for all case-bound publications.

Database Requirements - Contractor must develop a database that will include features to:

1. Produce the weekly Customs Bulletin and Decisions and the Annual U.S. Court of International Trade Report, which will share the same data;
2. Manage updates including additions, deletions and revisions;
3. Validate the accuracy of the data;
4. Generate data that will work in an automated layout/composition system; (See Layout and Publishing Requirements below.)

Data Integrity – The contractor is responsible for safeguarding the data from damage or other loss. Backups or other archiving methods are the contractor’s responsibility and **MUST** be considered an essential part of the database system.

The contractor should develop the database in the most effective manner possible; however, the Government reserves the right to request modifications to the Contractor’s database design. Discussions of design can take place at the Post Award Conference.

At the conclusion of the contract, within 2 days after completion of the final Print Order, the contractor must provide a complete up-to-date copy of the database in native application and PDF formats (508 compliant) on specified electronic storage media (CD-R/RW, DVD-R/RW) – including all pages not yet extracted for publication in a case bound volume.

This must be delivered to: U.S. Customs & Border Protection, Design and Publishing Group, 1300 Pennsylvania Ave NW, Washington, DC 20229. Attn: Trish Mancuso (202-344-2106).

ELECTRONIC PREPRESS: Using the captured text/information (including updates) from the database, the contractor must create page layouts to match Exhibits. The style and page layout of the publication **MUST** be an exact match of Exhibits A – Q (e.g., fonts, typography, layout, etc), however, variations in the formats will be needed for some portions of the text. In these instances, the Government will indicate how any variations will be handled.

Fonts – The contractor is required to furnish all fonts in the various sizes, as shown in Exhibits A through Q. The font of Cancelled Type is not represented in the Exhibits, but is required in Roman, Large, and Small Caps, Italic, and Bold.

Government Furnished Electronic Media – 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 Trish Mancuso at 202-344-2106.

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.

Contact the GPO representative, David Love (202) 512-0310 if the schedule is affected.

DIGITAL DELIVERABLES: Upon completion of each Print Order, contractor must provide on specified electronic storage media (CD-R/RW, DVD-R/RW) a complete up-to-date copy of the publication in PDF and native application formats for use on the Agency’s Website, and by e-mail to Larry.Davis@dhs.gov in addition to other addresses listed on the Print Order.

Note: Costs must be included in the contractor's overall bid prices. No separate charge will be allowed for this requirement.

All electronic storage media furnished to the Government must be labeled with the GPO Program Number, Print Order Number, Requisition Number, and Jacket Numbers; date of delivery, Ordering Agency’s name, and publication title. Electronic media must be securely wrapped and protected in cardboard mailers in order to guarantee safe delivery.

Contractor has full responsibility for delivering electronic storage media that will perform as ordered. In the event that a disk does not operate satisfactorily on Government equipment, and after verification of proper operating procedures of the equipment and a cursory inspection, the electronic storage media will be returned to the contractor with no further attempt having been made to analyze the problem. The contractor will then be obligated to deliver corrected electronic storage media at no additional cost to the Government. Delivery will be deemed made only upon acceptance of the corrected media.

Note: Government will accept Adobe Acrobat Portable Document Format (PDF) files as digital deliverables when furnished by the Government.

PROOFS: When requested on print order

PDF Soft Proofs

Contractor to submit one "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 must indicate margins. PDF will be evaluated for text flow, image position, and margins. Proof will not be used for color match.

E-Mail PDF Proof (or deliver via SFTP) to the Agency contact noted on the Order.

Note: PDF proof must be marked with the Program Number, Print Order Number, Jacket Number, and proof date along with a return name and E-Mail address.

Digital color content proofs

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. Proofs must be created using the same Raster Image Processor (RIP) that will be used to produce the product. Direct to plate must be used to produce the final product with a minimum of 2400 x 2400 dpi.

Note: Digital color content proofs must be identified with the Program Number, Print Order Number, Jacket Number, and proof date, at least 1/2" from the type area. The contractor's firm name must not appear on any proofs.

Contractor will be responsible for performing all necessary proofreading to insure that the proofs are in conformity with the copy submitted.

NOTE: Any errors or deviations from the specifications due to processing of the digital files by the contractor will be corrected at no additional cost to the Government. Proofs of pages that require corrections will be marked up by the Government and returned to the contractor. Corrections shall be accomplished by revising the process and generating new proofs.

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

THE CONTRACTOR MUST NOT PRINT PRIOR TO RECEIPT OF AN "O.K. TO PRINT."

After receipt of the "OK to Print", the contractor must furnish a complete set of a final revised proofs for record keeping purposes only, which includes all corrections made.

See page 16 of 21: SCHEDULE

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 12" dated March 2011.

Government Paper Specification Standards No. 12 – http://www.gpo.gov/pdfs/customers/sfas/vol12/vol_12.pdf.

Paper shall conform to the standard sample submitted during the Preaward Test and adopted by the Government.

The paper to be used will be indicated on each Print Order.

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

Customs Bulletin and Decisions

Text – Light Weight Offset Book (Bible Paper) - basis weight 30 lbs. Per 500 sheets, 25 x 38", equal to JCP Code A75.

U.S. Court of International Trade Report

Text – Light Weight Offset Book (Bible Paper), basis weight 30 lbs. Per 500 sheets, 25 x 38", equal to JCP Code A75.

Endleaves – White Machine-Finish Book End, basis weight: 80 lbs. per 500 sheets, 25 x 38", equal to JCP Code A50.

Binder's Board – No. 1 Binder's Board - approximately 0.079" thick, equal to JCP Code R30.

Covers – Cloth, Arlington Linen, Ocean 64300 (L) or equivalent.

The finished cloth must be free from pinholes. The test for pinholes will be determined according to TAPPI Standard Method T 460-M-49 for air resistance (Porosity) and shall show a minimum of 15 seconds.

The breaking strength values apply only to fabrics with a plain finish. A variation of not over 25 percent below the minimum breaking strength value for plain finished cloths is allowed in embossed cloths, provided all other requirements are met.

The cloth must be free from any defects or blemishes, which may affect the appearance, use, or serviceability of the material. The material is to match the color, finish, and general appearance of the sample furnished during Preaward Testing. The Contracting Officer reserves the right to reject shipments of any order printed on Buckram the color of which, in his opinion, materially differs from that of the color sample(s).

Sampling and Testing – Sampling and testing shall be conducted in accordance with standards in Parts 2 and 4, “Government Paper Specification Standards”, No. 12.

In Part 4, Acceptance Criteria, the “precision requirements” shall apply, except for brightness. Any deviation from specifications on brightness is a critical defect, and the paper is subject to rejection.

PRINTING:

Text – Weekly and Annual products: Print text head-to-head in black ink.

Covers – U.S. Court of International Trade Report (Blue Buckram)

Stamp front and back covers with two rectangular rule borders in imitation gold; stamp spine with two blue panels (Swift C-20709); and stamp/overstamp rules and type in imitation gold.

Stamping – Rules and panels must extend the full width of the spine. Imitation gold must be equivalent to All-Purpose Roll Leaf Corporation's SG-18. Stamping must have solid impressions -- no picking, pinholes, or filled letters.

Endleaves – Blank; no printing required.

PRESS SHEET INSPECTION: Final makeready press sheets will be inspected and approved at the contractor’s plant for the purpose of establishing specified standards for use during the actual press run. Upon approval of the sheets, contractor is charged with maintaining those standards throughout the press run (within QATAP tolerances when applicable) and with discarding all makeready sheets that preceded approval. When a press sheet inspection is required, it will be specified on the individual print order. See **GPO Publication 315.3** (Guidelines for Contractors Holding Press Sheet Inspections) dated January 2015.

A press sheet inspection is for the purpose of setting specific standards that are to be maintained throughout the entire run. It does not constitute a prior approval of the entire run.

Press sheets must contain control bars for each color of ink on the sheet. Control bars must be placed parallel to the press’s ink rollers. The control bars (such as, BRUNNER, GATF, GRETAG, or RIT) must show areas consisting of 1/8 x 1/8” minimum solid color patches; tint patches of 25, 50, and 75%; dot gain scale; gray balance patches, and trap targets for process color (if applicable). These areas must be repeated consecutively across the entire press sheet (can be on the gripper edge, tail edge, or gutter of the press sheet).

Viewing light: Press sheets will be viewed under controlled conditions with 5000 degrees Kelvin overhead luminaries. The viewing conditions must conform to ISO 3664-2009; a viewing booth under controlled conditions with 5000 degrees Kelvin overhead luminaries with neutral gray surroundings must be provided.

Note: Must be printed on a press capable of printing four colors in a single pass through the press (minimum four printing units).

AT THE GOVERNMENT’S OPTION, THE PRESS SHEET INSPECTION MAY BE WAIVED.

MARGINS (unless otherwise indicated):

Cover: Head 1/4"; foot 7/16"; center left and right.

Text: Head 9/16"; center left and right.

BINDING:

Weekly Product

Up to 160 pages - Saddle-wire stitch in two places and trim three sides.

Each product must contain complete 4-page signature after trimming. Single leaves connected with a lip (i.e., binding stub) to left or right side of stitches will not be allowed.

Over 160 pages - Side-wire stitch in two places and trim four sides.

Annual Product

- Reinforce book block with joint glue.
- Reinforce back with crash and strong paper liner.
- Smyth (signature) sew with sewn-on tapes.
- Trim 3 sides, round, back, and headband.
- Case bind with suitable squares.
- Binding will be inspected at contractor's plant.

Note: Extra reinforcement may be necessary on large books.

PACKING:

Bulk Shipments

Multiple casebound copies to a single address are packed individually in one-piece mailing containers

Pack in shipping containers not to exceed 40 pounds when fully packed.

Pallets are required for shipments to GPO only.

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

Pack copies marked for Depository and/or Subscription Stock in printed one-piece individual mailing containers in accordance with the instructions indicated under "**LABELING AND MARKING**"). Pack individual mailing containers into shipping cartons.

Mailed Shipments

Single casebound copies to a single address are packed individually in one-piece mailing containers

Single copies, excepting those sent to foreign destinations, must be mailed as self-mailers.

Insert single copies to foreign destinations and multiple copies (up to 200 leaves) into kraft envelopes.

Quantities over 200 leaves, up to 12 pounds, must be inserted into cushioned shipping bags or wrapped in shipping bundles (maximum gross weight 14 pounds).

Quantities over 12 pounds, up to 36 pounds, must be in cushioned shipping bags, wrapped in shipping bundles or packed in shipping containers (maximum gross weight 40 pounds).

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

Individual Mailing Carton Criteria

Top flaps when folded over inside tucks should meet "FLUSH" or have a gap of no more than 1" between them. Top flaps should NOT overlap.

Gummed reinforced tape should be three (3) inches wide and must completely cover the edges of both of the top flaps and extend around both ends of the mailing container.

Cartons must hold publications snugly to avoid internal movement and damage to the publication.

Individual mailing cartons must be packed snugly in shipping containers to avoid damage.

LABELING AND MARKING (Ink jet labels are acceptable):

Bulk Shipments

Reproduce shipping container label from furnished repro, fill in appropriate blanks and attach to shipping containers. In addition to regular markings, include stock number and control number on all labels.

Mailed Shipments

The contractor must create mailing labels from distribution list furnished when required. Affix labels with Title, Volume No., and Superintendent of Documents Stock Number are to be printed on spine of each individual mailing container when applicable.

Affix a label to the back of each copy mailed singly as self-mailers, and affix a Government furnished permit imprint label or a contractor created label to each unit of mail packaged in kraft envelopes, cushioned shipping bags, shipping bundles, and containers.

DEPARTMENTAL RANDOM COPIES (BLUE LABEL): All orders must be divided into equal sublots in accordance with the chart below. A random copy must be selected from each subplot. Do not choose copies from the same general area in each subplot. The contractor will be required to certify that copies were selected as directed using GPO Form 917-Certificate of Selection of Random Copies (located on GPO.gov). The random copies constitute a part of the total quantity ordered, and no additional charge will be allowed.

Quantity Ordered	Number of Sublots
500 - 3,200	50
3,201 - 10,000	80
10,001 - 35,000	125
35,001 and over	200

These randomly selected copies must be packed separately and identified by a special label (GPO Form 2678-Departmental Random Copies (Blue Label) that must be printed on blue paper and affixed to each affected container. This form can be downloaded from GPO.gov.

The container and its contents shall be recorded separately on all shipping documents and sent in accordance with the distribution list to the address listed under **SCHEDULE**.

A copy of the print order/specification and a signed Certificate of Selection of Random Copies must be included.

DISTRIBUTION: Complete addresses and quantities will be furnished with print orders.

F.O.B. destination

Deliver to approximately eight (8) addresses within the commercial zone of Washington, DC and one (1) address in New York, NY.

F.O.B. contractor's city

Ship approximately 2,500 copies of the weekly publications and approximately 300 to 500 copies of the annual editions.

All mailing shall be made at the First Class rate, which shall be applied by the contractor. The contractor will be reimbursed for postage by submitting a properly completed Postal Service form (or equivalent) with the voucher for billing.

All copies mailed must conform to the appropriate regulations in the U.S. Postal Service manuals for "Domestic Mail" or "International Mail" as applicable.

In accordance with USPS regulations, 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. Contractor must provide list of updated addresses to the ordering agency. All related costs to perform this operation must be included in submitted bid pricing. No additional reimbursement will be authorized.

Note: All related costs to perform this operation must be included in submitting bid pricing. No additional reimbursement will be authorized

All mailings shall be made at the most Economical rate or via First Class rate.

Contractor will be required to prepay all mailings to addresses other than those furnished on "Postage and Fees Paid" labels. The 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 the voucher for billing.

The contractor is cautioned that "Postage and Fees Paid" permit may be used only for the purpose of mailing material produced under this contract.

All copies mailed must conform to the appropriate regulations in the U.S. Postal Service manuals for "Domestic Mail" or "International Mail" as applicable.

Contractor to Presort to take advantage of all U.S. Postal Service discounts.

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

Certificate of Conformance: When using Permit Imprint Mail the contractor must complete GPO Form 712 - Certificate of Conformance (Rev. 2-91), supplied by GPO and the appropriate mailing statement or statements, supplied by USPS.

The contractor is required to fill in all applicable items on USPS forms and submit in duplicate to the entry Post Office. The Post Office will return a verified copy of USPS forms to the contractor. The contractor must immediately forward a copy to the ordering agency identifying the Program, Print Order, and Jacket Number as appropriate.

Upon completion of each order, all furnished material must be returned as noted under "SCHEDULE". All expenses incidental to returning materials, electronic media, submitting proofs, and furnishing sample copies, must be borne by the contractor.

Weekly Product: Customs Bulletin and Decisions (self-covered)

Subscription Copies Distribution: When "Subscription" copies are ordered, the contractor will be required to mail approximately 160 copies per order for Information Dissemination (Superintendent of Documents).

Contact is LaJuan Washington (202) 512-0127. The contractor must apply the appropriate postage to these "Subscription" copies which may require mailing of single and multiple copies to both domestic and foreign destinations. The contractor will be reimbursed for the postage to mail these "Subscription" copies by submitting a properly completed Postal Service certificate of mailing with their invoice.

The postage for these "Subscription" copies must be separated from other mailings; the postage must be separately accounted for, have a separate postal receipt, and be listed as a separate item on the invoice for reimbursement. Failure to distribute "Subscription" copies according to these instructions and furnish proper proof thereof may result in non-reimbursement of the postage expense.

The total number of "Subscription" copies ordered may exceed the number of copies requiring mail distribution. Any "Residential Subscription" copies ("Subscription" quantity remaining after mail fulfillment) shall be shipped f.o.b. contractor's city by suitable means to a single address in the Washington, DC area. Contractors outside the Washington, D.C., commercial zone may be reimbursed for any shipping costs incurred by submitting a properly completed commercial shipping (including mailing) receipt with their invoice.

The postage class and other mail requirements for "Subscription" copies will be furnished. The contractor shall call the Superintendent of Documents (number to be provided) for the "Subscription" distribution addresses/labels, and the postage class and other mail requirements, prior to the scheduled due date if this information is not otherwise furnished.

All other operations fall under the current contract pricing and will remain in effect throughout the term of the contract.

NOTE: Contractor is reminded that he is responsible for producing all orders within the contract schedule and that for no reason should agency copies be delayed in receiving labels for Subscription copies.

Contractor must notify upon receipt of Print Order the superintendent of Documents Section to request that the labels for mailing be sent to them in a timely manner contract person is Ms. Ester Williams and her phone number is (202) 512-1694.

Annual Product: U.S. Court of International Trade Reports (case bound)

ISBN Barcode Instructions: Contractor to generate ISBN, EAN barcode, and Price Add-On barcode copy. These elements must be printed in black ink at the bottom-right corner or bottom-center of cover 4. The ISBN number must be printed in Human-Readable interpretation and bar coded using 3 of 9 (code 39) Bar Code System, non-contact reading in accordance with ISO-2108:2005.

For Sale Line instructions: The 13 digit Number should be placed under the "For Sale By..." line, at the bottom of the back side of the first printed page in the book. If necessary, Government may furnish the "For Sale By..." copy via e-mail after contract award.

120 copies to be delivered to: Documents Warehouse, Receiving Branch, Stop SSWR, US Government Publishing Office, 8660 Cherry Lane, Laurel, MD 20707-4950.

5 copies to: GPO Bookstore, Stop SSFM, Manager, US Government Publishing Office, 732 North Capitol St. NW, Washington, DC 20401-0003.

Contractor must notify upon receipt of Print Order the superintendent of Documents Section to request additional information the contract person is Ms. Tina Perantonakis and her phone number is (202) 512-0409.

GPO Copies

1 copy to be delivered to: U.S. Government Publishing Office, Federal Depository Library Program, Maol Stop:FDLP, 44 H Street, NW Loading Dock, Washington, DC 20401. Item No, 0520-B-04

15 copies to be delivered to: Library of Congress, US/Anglo Division, U.S. Government Documents Section, 101 Independence Ave., SE, Washington, DC 20540-4274 Marked: Depository File Copies

Original Voucher must be sent to: Comptroller, FMCE, U.S. Government Publishing Office, Washington, DC 20401.

Upon completion of each Order, all furnished materials, digital deliverables, and sample copies must be returned to the address under "**SCHEDULE**".

All expenses incidental to returning materials, submitting proofs, and furnishing sample copies 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).

Furnished material and proofs must be picked up from and delivered to: The U.S. Customs & Border Protection, Design and Publishing Group, 1300 Pennsylvania Ave, NW, Washington, DC 20229. Attn: Trish Mancuso (202-344-2106).

Furnished material will be ready for pickup every Thursday at 1:00 p.m. for self-covered products.

No definite schedule for pickup of material for casebound products can be predetermined.

The following schedule begins the workday *after* notification of the availability of Print Order and furnished material; the workday after notification will be the first workday of the schedule.

Self-covered products

The contractor must submit proofs up to and including 100 printed pages within **three workdays** of notification of availability of Print Order and furnished material.

One additional workday allowed for each additional 50 printed pages or fraction thereof.

Proofs will be withheld not more than **one workday** from their receipt at the Department until they are made available for pickup. **Note:** The first workday after receipt of proofs at the Department is day one (1) of the hold time.)

1. Contractor must furnish a complete set of a final revised proofs for record keeping purposes only to the Agency at above address, which includes all corrections made, within **five workdays** of receipt of "OK to Print" on proofs.
2. Contractor must complete production and distribution within **five workdays** of receipt of "O.K. to print" on proofs.

Casebound product

The contractor must submit proofs for the first 100 pages* within **eight workdays** of notification of availability of Print Order and furnished material.

Proofs will be withheld not more than **three workdays** from their receipt at the Department until they are made available for pickup. **Note:** The first workday after receipt of proofs at the Department is day one (1) of the hold time.)

1. Contractor must furnish a complete set of a final revised proofs for record keeping purposes only to the Agency at above address, which includes all corrections made, within **five workdays** of receipt of "OK to Print" on proofs.
2. Contractor must complete production and distribution of up to 500 pages within **twelve workdays** of receipt of "O.K. to print" on proofs.

One additional workday will be allowed to complete the production and distribution of each additional 100 pages or fraction thereof over 500 pages.

Contractor must notify the Government two (2) workdays prior to beginning of case-binding operations.

Notify Trish Mancuso - 202-344-2106, between the hours of 8:00 a.m. and 4:00 p.m., prevailing Eastern Time.

Press Sheet Inspection

The contractor must notify the U.S. GPO of the date and time the press sheet inspection can be performed. In order for proper arrangements to be made, notification must be given at least 24 hours prior to the inspection. Notify the U.S. Government Publishing Office, Quality Control for Procured Printing, Washington, DC 20401 at (202) 512-1162. Telephone calls will only be accepted between the hours of 8:00 a.m. and 2:00 p.m., prevailing Eastern Time, Monday through Friday.

Note: See contract clauses, paragraph 14(e)(1), Inspections and Tests of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)).

When supplies are not ready at the time specified by the contractor for inspection, the Contracting Officer may charge to the contractor the additional cost of the inspection

The ship/deliver date indicated on the Print Order is the date products ordered for delivery f.o.b. destination must be delivered to the destination(s) specified and the date products ordered shipping/ mailing f.o.b. contractor's city must be delivered to the USPS.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with the 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 with the contract requirements by contacting the Shared Support Services Compliance Section via email at compliance@gpo.gov, via telephone at (202) 512-0520, or via facsimile at (202) 512-1364. Personnel receiving the email, call, or facsimile will be unable to respond to questions of a technical nature or to transfer any inquiries.

SECTION 3 – DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the "**SCHEDULE OF PRICES**" to the following units of production which are the estimated requirements to produce one year's requirements 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. (a) 5,584
- (b) 1,660
- (c) 1,617
- (d) 1

- | | (1) | (2) |
|---------|-------|-------|
| II. (a) | 3,920 | 7,008 |
| (b) | 1,664 | 2,960 |
| (c) | 1 | 1 |
| (d) | 1 | 1 |
| (e) | 1 | 1 |
| (f) | 1 | 1 |
| (g) | 46 | 34 |

- III. (a) 5,587

- IV. 1. (a) 555
- 2. (a) 9,791
- (b) 4,847
- (c) 98

SECTION 4 – SCHEDULE OF PRICES

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

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

Bidder must make an entry in each of the spaces provided. Bids submitted with 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.

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

I. TEXT/INFORMATION CAPTURE: Items I.(b) and (c) must include the cost of proofs and the cost of Digital Deliverables provided to the Government with each order.

- (a) Weekly Product per printed page\$ _____
- (b) Annual Product per printed page\$ _____
- (c) Updates, Additions, or Revisions per printed page\$ _____
- (d) Creation of Indices..... Per each index\$ _____

II. PRINTING AND BINDING: Prices offered shall be all-inclusive for printing and binding in accordance with these specifications and include the cost of all required materials and operations necessary for the complete production of the product listed in accordance with these specifications. A charge will be allowed for each page, whether printed or blank. Unless otherwise specified, no more than three blank pages shall be permitted at the end of the text.

	<u>Makeready and/or Setup</u> (1)	<u>Running Per 1,000 Copies</u> (2)
Weekly Product:		
(a) Saddle-stitched Product per page	\$ _____	\$ _____
(b) Side-stitched Product per page	\$ _____	\$ _____
Annual Products*:		
Basic Text Section:		
(c) 160 pages plus stamped case	\$ _____	\$ _____

(Initials)

	<u>Makeready and/or Setup</u> (1)	<u>Running Per 1,000 Copies</u> (2)
<i>Additional Signatures:</i>		
(d) 4 page.....	\$ _____	\$ _____
(e) 8 page.....	\$ _____	\$ _____
(f) 16 page.....	\$ _____	\$ _____
(g) 32 page.....	\$ _____	\$ _____

***Smyth Sewn, Casebound:** (prices offered must be all inclusive as required for printing and binding and shall include the cost of all required materials and operations).

Charges will be allowed only on the basis of that combination of one basic section plus such other signatures as may be required which proves to be the most economical at the prices offered.

III. PAPER: Payment for all paper supplied by the contractor under the terms of these specifications, as ordered on the individual Print Orders, will be based on the net number of leaves furnished for the product(s) ordered. The cost of any paper required for makeready or running spoilage must be included in the prices offered.

Computation of the net number of leaves will be based on the following: Text - Each page-size leaf. (two pages equal one leaf).

Per 1,000 Leaves

(a) Light Weight Offset Book (30-lb.)\$ _____

IV. PACKAGING AND DISTRIBUTION: Prices must be all-inclusive, as applicable, and must include the cost of all required materials and operations necessary for wrapping and packing, labeling or marking, mail sorting, NCOA certification and complete distribution and delivery to Postal Services in accordance with these specifications.

1. Bulk Shipments (other than by mail):

(a) Packing and sealing shipping containers..... per container.....\$ _____

2. Mailing:

(a) Single or multiple copies in kraft envelope (up to 200 leaves)per envelope.....\$ _____

(b) Single or multiple copies in cushioned shipping bags, bundles or containers..... per bag, bundle or container.....\$ _____

(c) Individual mailing cartons printed on spine per carton.....\$ _____
(includes packing and sealing)

(Initials)

LOCATION OF POST OFFICE: All mailing will be made from the _____
Post Office located at Street Address _____,
City _____, State _____, Zip Code _____

My production facilities are located within the assumed area of productionyes
_____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....._____

INSTRUCTIONS FOR BID SUBMISSION: Fill out "SECTION 4.- SCHEDULE OF PRICES", initialing or signing each page in the space(s) provided. Submit two copies (original and one exact duplicate) of the "SCHEDULE OF PRICES" with two copies of the GPO Form 910 "BID" form. Do not enter bid prices on GPO Form 910; prices entered in the "SCHEDULE OF PRICES" will prevail.

Bidder _____

(City - State)

By _____

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

(Person to be contacted)

(Telephone Number)

(Fax Number)

CUSTOMS BULLETIN AND DECISIONS

**Weekly Compilation of
Decisions, Rulings, Regulations, Notices, and Abstracts
Concerning Customs and Related Matters of the
U.S. Customs and Border Protection
U.S. Court of Appeals for the Federal Circuit
and
U.S. Court of International Trade**

VOL. 51

August 30, 2017

NO. 35

This issue contains:

U.S. Customs and Border Protection

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17-09

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U.S. Court of International Trade

Slip Op. 17-102

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17-104

**DEPARTMENT OF HOMELAND SECURITY
U.S. CUSTOMS AND BORDER PROTECTION**

NOTICE

The decisions, rulings, regulations, notices and abstracts which are published in the CUSTOMS BULLETIN are subject to correction for typographical or other printing errors. Users may notify the U.S. Customs and Border Protection, Office of Finance, Logistics Division, National Support Services Center, Washington, DC 20229, of any such errors in order that corrections may be made before the bound volumes are published.

**Please visit the U.S. Customs and Border Protection
Web at: <http://www.cbp.gov>**

U.S. Customs and Border Protection

CBP Dec. No. 17-09

EXPANSION OF GLOBAL ENTRY ELIGIBILITY TO CITIZENS OF THE REPUBLIC OF COLOMBIA, CITIZENS OF THE REPUBLIC OF SINGAPORE, AND CITIZENS OF SWITZERLAND

AGENCY: U.S. Customs and Border Protection; Department of Homeland Security.

ACTION: General notice.

SUMMARY: U.S. Customs and Border Protection (CBP) operates the Global Entry international trusted traveler program at most major U.S. airports. Global Entry allows pre-approved participants dedicated CBP processing into the United States using Global Entry kiosks located at designated airports. This document announces that CBP is expanding eligibility for Global Entry to include citizens of the Republic of Colombia, citizens of the Republic of Singapore, and citizens of Switzerland. All of these individuals also must satisfy the requirements to participate in the Global Entry program. Additionally, this document announces that U.S. citizens who participate in Global Entry will have the option to apply for membership in Singapore's enhanced-Immigration Automated Clearance System (e-IACS).

DATES: Applications will be accepted from qualified citizens of the Republic of Colombia, qualified citizens of the Republic of Singapore, and qualified citizens of Switzerland beginning on August 14, 2017.

FOR FURTHER INFORMATION CONTACT: Garret Conover, Office of Field Operations, (202) 325-4062, Garret.A.Conover@cbp.dhs.gov.

20, 2015 notice), including test procedures and conditions, the application process, and the waiver of certain regulatory requirements, remain in effect.

Paperwork Reduction Act

In accordance with the Paperwork Reduction Act of 1995 (Pub. L. 104-13, 44 U.S.C. 3507), an agency may not conduct, and a person is not required to respond to, a collection of information unless the collection of information displays a valid control number assigned by the Office of Management and Budget (OMB). The collections of information in this NCAP test have been approved by OMB in accordance with the requirements of the Paperwork Reduction Act and assigned OMB control number 1651-0001.

Dated: August 8, 2017.

TODD C. OWEN,
*Executive Assistant Commissioner,
Office of Field Operations.*

[Published in the Federal Register, August 14, 2017 (82 FR 37890)]

◆

AUTOMATED COMMERCIAL ENVIRONMENT (ACE) EXPORT MANIFEST FOR AIR CARGO TEST: EXPANSION OF TEST TO INCLUDE ADDITIONAL PARTICIPANTS, MODIFICATION OF REQUIRED DATA ELEMENTS, AND EXTENSION OF TEST

AGENCY: U.S. Customs and Border Protection, Department of Homeland Security.

ACTION: General notice.

SUMMARY: This notice announces that CBP is modifying the U.S. Customs and Border Protection's (CBP's) Automated Commercial Environment (ACE) Export Manifest for Air Cargo Test, a National Customs Automation Program (NCAP) test concerning ACE export manifest capability, by making certain of the export manifest data elements optional. CBP is also extending the test and will be accepting additional applications for participation in this modified test from all parties meeting the eligibility requirements.

DATES: The modifications of the ACE Export Manifest for Air Cargo Test set forth in this document are effective August 14, 2017. The modified test will run until August 10, 2018. Applications from additional participants may be submitted at any time. Current test participants do not need to reapply. Comments concerning this

those reviews Customs made demands on the resulting import duties, but the importers in each case failed to pay. Thus during 2007 and 2008, Customs demanded that Hartford perform on the SEBs. Hartford protested Customs' demands pursuant to 19 U.S.C. § 1514(a)(3) (2006),¹ which Customs denied in each case. Hartford paid Customs in satisfaction of the demands and commenced various lawsuits before the Court of International Trade pursuant to 28 U.S.C. § 1581(a) (2006), eventually consolidated into the thirty-count complaint central to this test case. Hartford seeks, *inter alia*, that its payments of Customs' demands be refunded with interest as allowed by law. See 28 U.S.C. §§ 2643–2644.

UNDISPUTED FACTS

Per USCIT Rule 56.3, Hartford and the Government submitted separate statements of material facts and responses thereto. See Statement of Material Facts as to Which no Genuine Issue Exists, July 15, 2016, ECF No. 67 (“Pl.’s Facts”); Def.’s Resp. Pl.’s Statement of Material Facts as to Which no Genuine Issue Exists, Nov. 3, 2016, ECF No. 92 (“Def.’s Resp. Facts”); Def.’s Statement of Material Facts as to Which no Genuine Issue Exists, Nov. 3, 2016, ECF No. 92 (“Def.’s Facts”); Pl.’s Resp. Def.’s Statement of Material Facts as to Which no Genuine Issue Exists, Feb. 6, 2017, ECF No. 101 (“Pl.’s Resp. Facts”). The following facts are not in dispute.

A customs bond or other security is required in order to import merchandise into the United States. Def.’s Facts ¶ 3; Pl.’s Resp. Facts ¶ 3. One permissible type of bond is an SEB, which covers a single import transaction. See *generally* 19 C.F.R. Part 113. Prior to release of imported merchandise into the commerce of the United States, the importer, or a customs house broker acting as the agent of the importer, must submit the SEB to Customs for approval. Pl.’s Facts ¶ 4; Def.’s Resp. Facts ¶ 4. Customs, in accepting SEBs, requires that they be submitted to the agency in writing on Customs Form (“CF”) 301. Pl.’s Facts ¶ 2; Def.’s Resp. Facts ¶ 2; Def.’s Facts ¶ 2; Pl.’s Resp. Facts ¶ 2. The SEBs are submitted to Customs as part of an entry package, which also includes a Customs Form 7501, the Entry Summary,² and

¹ Unless otherwise noted, all citations to the United States Code are to the official 2012 edition.

² The Customs Form 7501 is a summary of the entry. See Def.’s Ex. 17 (“CF 7501”). The version of the form present in defendant’s exhibit 17 was promulgated in June 2009, but the 2006, see Def.’s Exs. 1–6, is substantially identical. The form requires a declarant’s signature as to the following:

I declare that I am the . . . importer of record . . . I also declare that the statements in the documents herein filed . . . are true and correct . . . I will immediately furnish to the appropriate customs officer any information showing a different state of facts.

may include a Customs Form 3461, the Entry/Immediate Delivery form.³ Def.’s Facts ¶ 4; Pl.’s Resp. Facts ¶ 4.

This consolidated action involves sixty-one SEBs submitted to Customs through various ports, for shipments entered during the period of December 1, 2003, through December 31, 2006. Def.’s Facts ¶ 5; Pl.’s Resp. Facts ¶ 5. Hartford, a surety company, was the surety for these SEBs. Consolidated Complaint ¶¶ 3, 7, 34, 47, 59, 71, 84, Jan. 13, 2012, ECF No. 32 (“Compl.”); Pl.’s Facts ¶ 1; Def.’s Resp. Facts ¶ 1; Def.’s Facts ¶ 1; Pl.’s Resp. Facts ¶ 1. During the operative period, Hartford’s customs bond business was administered by its General Agent, James Gorman Insurance, Inc. (“JGII”), and JGII’s president, James M. Gorman. Def.’s Facts ¶ 6; Pl.’s Resp. Facts ¶ 6. The relationship between JGII and Hartford was set forth in a General Agency Agreement that was entered into on or about September 4, 2002, and renewed on or about September 3, 2004. Def.’s Facts ¶ 8; Pl.’s Resp. Facts ¶ 8; Def.’s Ex. 10 (“GAA”). Hartford terminated the GAA with JGII in 2008, and no longer actively markets Customs bonds. Def.’s Facts ¶ 22; Pl.’s Resp. Facts ¶ 22.

The physical SEBs at issue were originally printed by Hartford’s vendor and mirrored the standard Customs Form 301, comprising five parts with different colors: Part 1, the original bond submitted to Customs, which was white; Part 2, the Surety’s Copy, which was blue; Part 3, the Principal’s Copy, which was yellow; and Parts 4 and 5, two Brokers’ Copies. Pl.’s Ex. F (“CF 301”); Def.’s Facts ¶¶ 24–26; Pl.’s Resp. Facts ¶¶ 24–26. These SEBs were designed to allow information written thereon to transfer via carbonless chemical process from the top Part 1 original through to the bottom Part 5 copy. Def.’s Facts ¶ 27; Pl.’s Resp. Facts ¶ 27. Hartford had its printing vendor preprint Hartford’s surety address on all five parts, but Gorman’s signature, as Hartford’s attorney-in-fact, and Hartford’s corporate seal, only appeared on the Part 1 original submitted to Customs. Def.’s Facts ¶ 28; Pl.’s Resp. Facts ¶ 28. Gorman also requested that Hartford have its commercial printing vendor imprint a seven-digit unique identifying

A form required to make an entry of goods into the United States, a CF 7501 was included in the entry packages of every transaction at issue in this case. See 19 C.F.R. § 142.11 (2003) (“Customs Form 7501 shall be used for merchandise formally entered for consumption . . .”).

³ The Customs Form 3461 is an application for entry of the merchandise on immediate delivery. See Def.’s Ex. 18 (“CF 3461”). The version of the form present in defendant’s exhibit 18 was promulgated in October 2009, but the version submitted with the entries at issue, see Def.’s Exs. 1–6, is substantially identical. The form tracks the requirements of 19 C.F.R. §§ 142.3, 142.16, 142.22, and 142.24 (2003), and requires information about the import in question. The Form requires an applicant’s signature in certification of the following:

I hereby make application for entry/immediate delivery. I certify that the above information is accurate, the bond is sufficient, valid, and current, and that all requirements of 19 CFR Part 142 have been met.

This form was included in the entry packages of every transaction at issue in this case.

CBP IPR RECORDATION — AUGUST 2017

Recordation No.	Effective Date	Expiration Date	Name of Cop/Tmk/Tnm	Owner Name	GM Restricted
COP 17-00154	07/06/2017	07/06/2037	FLOWER GARDEN MIDDAY.	KEVIN NOH	No
COP 17-00155	07/11/2017	07/11/2037	REVENT RACK OVEN ONE SERIES IN- STRUCTION HANDBOOK.	REVENT INTERNATIONAL AB	No
COP 17-00156	07/19/2017	07/19/2037	Hyrule Crest.	Nintendo of America Inc.	No
COP 17-00157	07/23/2017	07/23/2037	YETI 20 oz. Rambler Tumbler Label.	Yeti Coolers, LLC,	No
COP 17-00158	07/24/2017	04/24/2018	Finishing Touch Flawless Packaging Art- work	Ideavillage Products Corp.	No
COP 17-00159	07/24/2017	07/24/2037	YETI Rambler Colster Label	Yeti Coolers, LLC	No
COP 17-00160	07/24/2017	07/24/2037	YETI Rambler 10 oz. Lowball Label	Yeti Coolers, LLC	No
COP 17-00161	07/26/2017	07/26/2037	Flappy the Elephant	Enesco, LLC	No
COP 97-00264	07/17/2017	07/17/2037	DONKEY KONG COUNTRY 3:DIXIE KONG'S DOUBLE TROUBLE	Nintendo of America, Inc. and Rare, Ltd.	No
COP 97-00264	07/17/2017	07/17/2037	DONKEY KONG COUNTRY 3:DIXIE KONG'S DOUBLE TROUBLE	Nintendo of America, Inc. and Rare, Ltd.	No
TMK 03-00494	07/23/2017	09/03/2027	KABOOM!	ACTIVISION PUBLISHING, INC.	No
TMK 03-00494	07/23/2017	09/03/2027	KABOOM!	ACTIVISION PUBLISHING, INC.	No
TMK 04-01115	07/11/2017	05/26/2027	JACKSONVILLE JAGUARS	Jacksonville Jaguars, LLC	No
TMK 04-01115	07/11/2017	05/26/2027	JACKSONVILLE JAGUARS	Jacksonville Jaguars, LLC	No
TMK 05-00653	07/23/2017	10/25/2025	LAY'S LOGO	FRITO-LAY NORTH AMERICA, INC.	No
TMK 05-00653	07/23/2017	10/25/2025	LAY'S LOGO	FRITO-LAY NORTH AMERICA, INC.	No
TMK 06-00207	07/11/2017	09/28/2024	CARHARTT	Carhartt, Inc.	No
TMK 06-00207	07/11/2017	09/28/2024	CARHARTT	Carhartt, Inc.	No
TMK 06-00499	07/11/2017	08/17/2024	C (Stylized)	Carhartt, Inc.	No
TMK 06-00499	07/11/2017	08/17/2024	C (Stylized)	Carhartt, Inc.	No
TMK 07-00361	07/11/2017	12/23/2026	IMPERIAL	STRIDE TOOL, LLC	No

United States Court of
International Trade

One Federal Plaza
New York, NY 10278

Chief Judge

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Leo M. Gordon
Mark A. Barnett

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U.S. Court of International Trade

Slip Op. 17-102

FORD MOTOR CO., Plaintiff, v. UNITED STATES, Defendant.

Before: Mark A. Barnett,
Judge Court No. 13-00291
PUBLIC VERSION

[The court finds that the subject imports are properly classified under subheading 8703.23.00, HTSUS, as motor cars and other motor vehicles principally designed for the transport of persons. Accordingly, Plaintiff's Motion for Summary Judgment is granted; Defendant's Cross-Motion for Summary Judgment is denied. Plaintiff's Motion to Quash or Suspend an Administrative Summons is denied.]

Dated: August 9, 2017

Gordon D. Todd, Sidley Austin LLP, of Washington, DC, argued for plaintiff. With him on the brief were *Richard M. Belanger* and *Mark D. Hopson*.

Beverly A. Farrell, Trial Attorney, International Trade Field Office, Commercial Litigation Branch, Civil Division, U.S. Department of Justice, of New York, NY, argued for defendant. With her on the brief were *Benjamin C. Mizer*, Principal Deputy Assistant Attorney General, *Amy M. Rubin*, Assistant Director, and *Jason M. Kenner*, Trial Attorney.

OPINION AND ORDER

Barnett, Judge:

Before the court in this classification case are cross-motions for summary judgment. Confidential Pl.'s Mot. for Summ. J. and Confidential Mem. of P. & A. in Supp. of Pl.'s Mot. for Summ. J. ("Pl.'s MSJ"), ECF No. 96; Def.'s Mot. for Summ. J. and Def.'s Mem. of Law in Opp'n to Pl.'s Mot. for Summ. J. and in Supp. of Def.'s Cross-Mot. for Summ. J. ("Def.'s XMSJ"), ECF No. 91-1.¹ Plaintiff Ford Motor Company ("Plaintiff" or "Ford") contests the denial of protest number 1303-13-100060 challenging U.S. Customs and Border Protection's ("Customs" or "CBP") liquidation of the subject imports, Model Year ("MY") 2012 ("MY2012") Ford Transit Connect vehicles with vehicle identification numbers ("VINs") containing either a number 6 or 7 in the sixth digit (hereinafter "Transit Connect 6/7"), under subheading 8704.31.00 of the Harmonized Tariff Schedule of the United States

¹ The ECF numbers for the briefs are not in sequential order because amended and corrected versions were filed. The court references the confidential versions of Parties' filings, if applicable, throughout this opinion.

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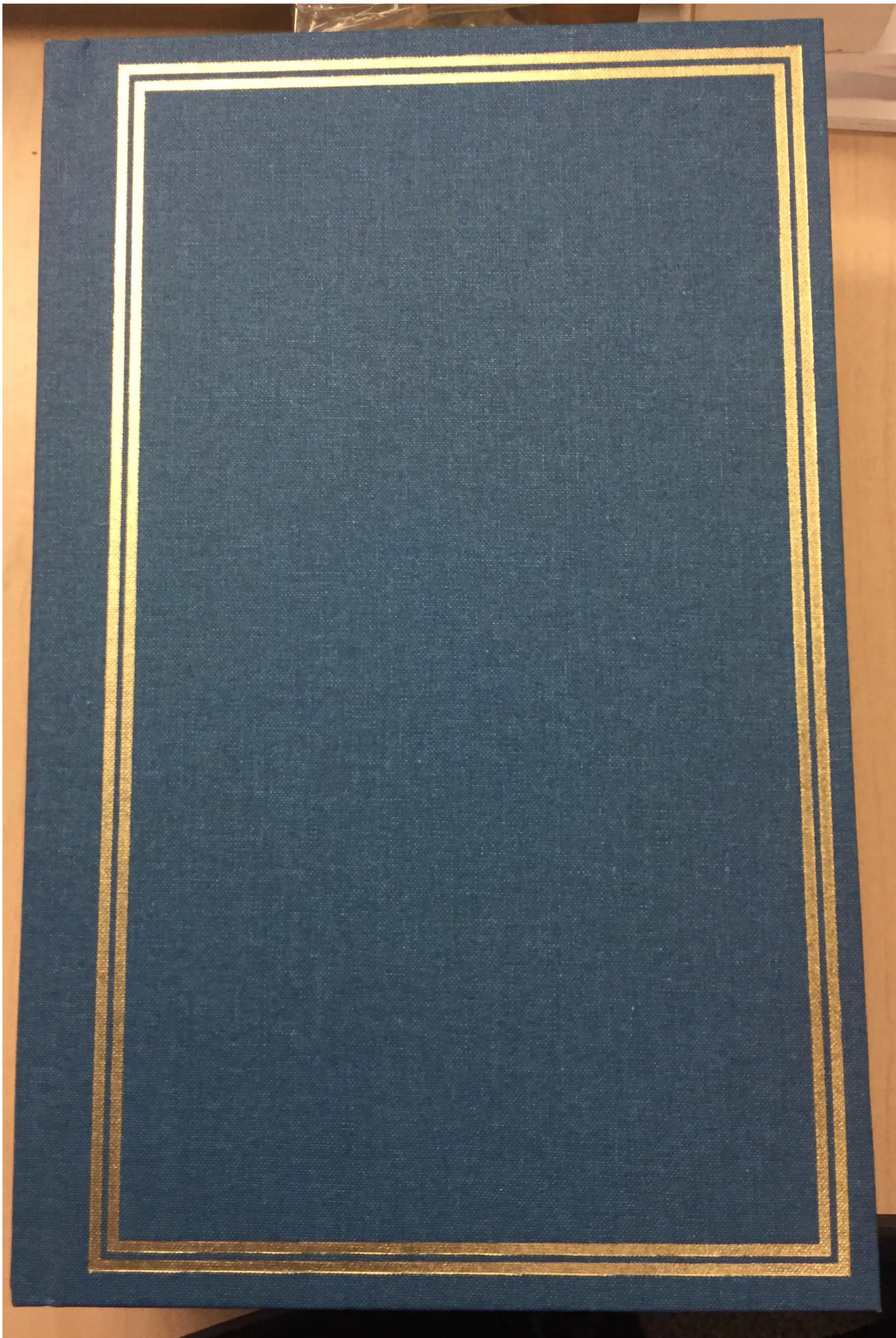
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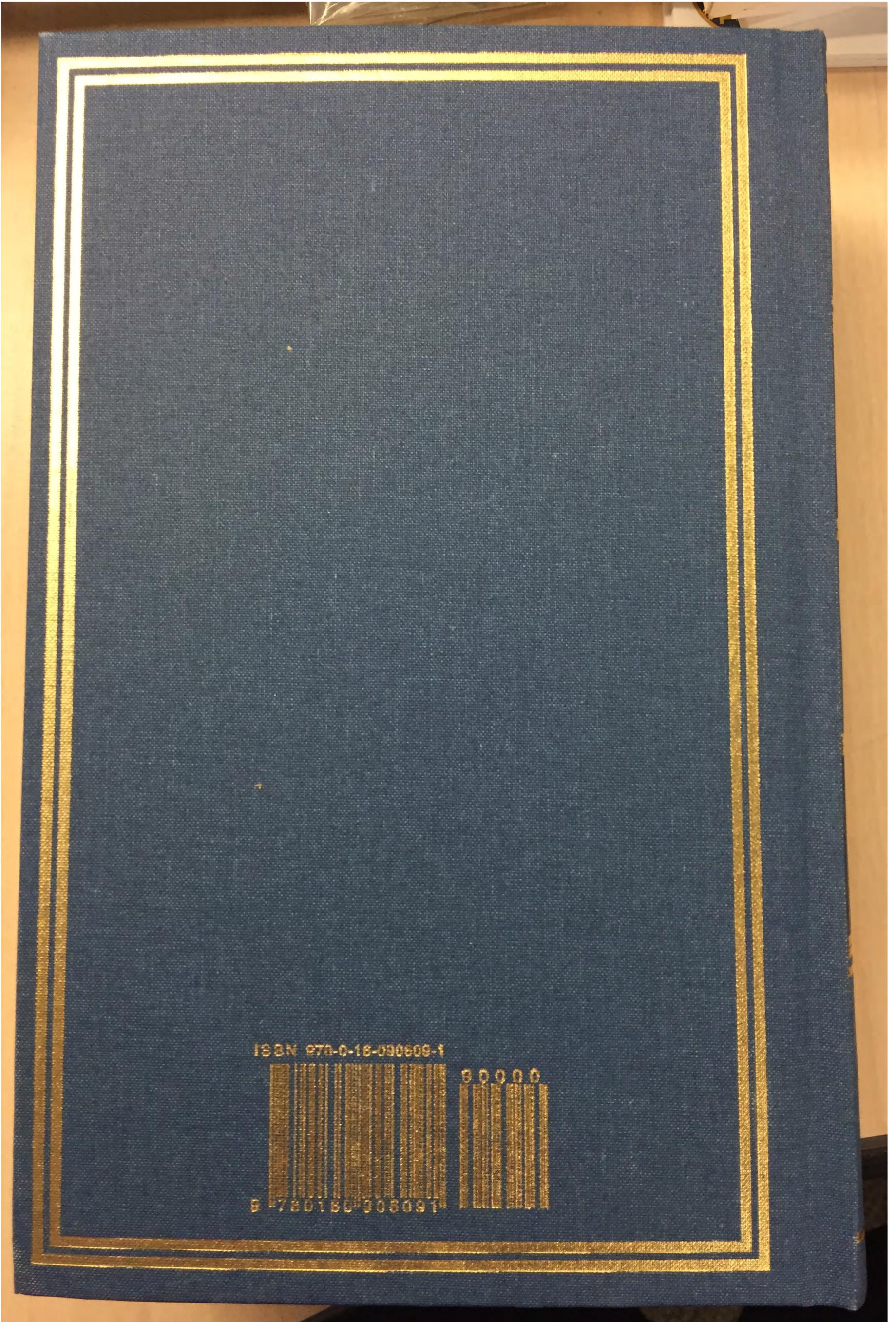
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CASES ADJUDGED IN THE
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1961

ABSTRACTED CLASSIFICATION DECISIONS

C09/8 2/5/09 Restani, C.J.	Mattel, Inc.	03-0076	4202.92.45 20% 9602.10.00	Free of duty	Agreed statement of facts	Los Angeles Fashion Polly "School Cool" Fashion Pack" retail sets
C09/9 2/9/09 Restani, C.J.	A. D. Sutton & Sons	99-00228	4202.92.45 6307.90.99 3.4%	Agreed statement of facts	Agreed statement of facts	Newark, NJ Bottle bags, etc.
C09/10 2/9/09 Restani, C.J.	A. D. Sutton & Sons	00-00145	4202.92.45 4202.92.90 3.4%	Agreed statement of facts	Agreed statement of facts	Newark, NJ Bottle bags, etc.
C09/11 2/12/09 Restani, C.J.	Kierk's Plastic Products Mfg. Co.	08-00382	3920.10.10 3920.20.10 4.2%	Agreed statement of facts	Agreed statement of facts	Not stated Greenhouse tubes or master rolls
C09/12 2/17/09 Restani, C.J.	Cummins Power Generation Inc.	08-00058	8501.64.00 2.4%	Agreed statement of facts	Agreed statement of facts	Houston Generating sets
C09/13 2/23/09 Restani, C.J.	Nortlake Co., Inc.	07-00242	6911.10.45 0% 6911.10.52 8% 6911.10.58 6% 6911.10.80 20.8%	Agreed statement of facts	Agreed statement of facts	Los Angeles Long Beach Savannah Ceramic tableware and kitchenware sets
C09/14 2/27/09 Restani, C.J.	Avenues in Leather, Inc.	05-00380	4202.12.20 20% 4202.12.80 17.8%	Agreed statement of facts	Agreed statement of facts	Newark, NJ Various folios or organizers
C09/15 3/9/09 Aquilino, S.J.	Berwick Indus., Inc.	99-00356	3926.40.00 3926.90.98 5.3%	Agreed statement of facts	Agreed statement of facts	New York Festive bows

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C09/5 2/4/09 Gordon, J.	Kuka Welding Sys. & Robot Corp.	01-00208	8479.50.00 8515.31.00 8537.10.90 8515.90.30	Various rates	Agreed statement of facts	Detroit Industrial robots and controllers
C09/6 2/4/09 Gordon, J.	Kuka Robot Sys. Corp.	01-00865	8479.50.00 2.5% 8515.31.00 1.6% 8537.10.90 2.7% 8515.90.30 1.6%	Free of duty (material handling applications)	Agreed statement of facts	Detroit Industrial robots and controllers
C09/7 2/5/09 Restani, C.J.	Avenues in Leather, Inc.	07-473	4202.12.20 20% 4202.11.00 8%	Free of duty (spot welding applications)	Agreed statement of facts	Newark, NJ Various types of folios or organizers

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