TITLE:	LITIGATION AND NON-LITIGATION SUPPORT SERVICES					
	Security and Exchange Commission (SEC)				-	
FERM:	March 1, 2020 thru February 28, 2021					CONTRACTOR
				H USA, INC		RICOH
		BASIS OF		ton, PA		vern, PA
TEM NO.	DESCRIPTION	AWARD	UNIT RATE	COST	UNIT RATE	COST
(.)	Duplicating / Coping in Black Only:					
(a)	Grade Aper printed page	4.005	0.005	407.70	0.000	70.74
(1)	8-1/2 x 11" and 8-1/2 x 14"	1,965	0.065			
2) (b)	11 x 17" Grade Bper printed page	150	0.105	15.75	0.076	11.40
<u>(D)</u> (1)	8-1/2 x 11" and 8-1/2 x 14"	921	0.075	69.08	0.041	37.76
	0-1/2 X 11 and 0-1/2 X 14 11 x 17"	60	0.075			
2) (c)	Grade Cper printed page	00	0.125	7.50	0.090	5.70
1)	8-1/2 x 11" and 8-1/2 x 14"	558	0.085	47.43	0.051	28.46
2)	11 x 17"	75	0.005		0.001	
(d)	Grade Dper printed page	10	0.10	11.20	0.110	0.70
1)	8-1/2 x 11" and 8-1/2 x 14"	57,693	0.11	6,346.23	0.051	2,942.34
2)	11 x 17"	48	0.17	8.16		
(e)	Grade Eper printed page		0	0.1.0	0.100	0.00
1)	8-1/2 x 11" and 8-1/2 x 14"	270	0.16	43.20	0.125	33.75
2)	11 x 17"	225	0.21	47.25		
 f)	Grade Fper printed page					
1)	8-1/2 x 11" and 8-1/2 x 14"	1,005	0.19	190.95	0.145	145.73
2)	11 x 17"	30	0.25			
2.	Duplicating / Copying in Color:per printed page					
1)	8-1/2 x 11" and 8-1/2 x 14"	11,733	0.29	3,402.57	0.246	2,886.32
2)	11 x 17"	243	0.35	85.05	0.376	91.37
l.	OVERSIZED XEROGRAPHIC DOCUMENTS AND					
	OVERSIZED FULL COLOR INK JET OR ELECTROSTATIC					
	DOCUMENTS:					
(a)	Oversized documents in black onlyper sq. ft.	45	1.50	67.50	0.30	13.50
(b)	Oversized documents in full colorper sq. ft.	63	7.50	472.50	5.50	346.50
II.	SCANNING DOCUMENTS:					
(a)	Auto feed scanning (documents up to and including					
	8-1/2 x 11"per scan	393	0.10	39.30	0.03	11.79
(b)	Hand placement scanning (documents up to and including					
	8-1/2 x 11"per scan	174,783	0.19	33,208.77	0.115	20,100.05
(c)	Auto feed scanning (documents over 8-1/2 x 11" up to and					
	including 11 x 17")per scan	300	0.17	51.00	0.125	37.50
(d)	Hand placement scanning (documents 8-1/2 x 11" up to					
	and including 11 x 17")per scan	150	0.25	37.50	0.175	26.25
(e )	Scanning oversized black only documents (documents		0.00	10.00	0.00	40.50
(6)	over 11 x 17")per sq. ft.	15	0.80	12.00	0.90	13.50
(f)	Scanning oversized color documents (documents over				4.0-	40.75
(a)	11 x 17")per sq. ft.	15	5.52	82.80	1.25	18.75
(g)	Scanning Bates-numbering and duplicating in black	45.000	0.40	7 045 00	0 4 4 5	6 520 02
(b)	(8-1/2 x 11")per scan Scanning Bates- numbering and duplicating in color	45,096	0.16	7,215.36	0.145	6,538.92
(h)	(8-1/2 x 11")per scan	Q 104	0.32	2,599.68	0.00	3 097 12
(i)	Naming PDF files (litigation orders only)per scan	8,124 3,501	0.32			
(1)		3,301	0.10	500.10	0.10	550.10
<b>V</b> .	BLOWBACK: Reproducing (from CD, DVD, USB, Drive,					
•.	external hard drive, and PDF files via email or FTP)	-				
	to paper					
(2)	Reproducing in black (8-1/2 x 11" and 8-1/2 x 14")					
(a)	per printed page	429,003	0.055	23,595.17	0.041	17,589.12
(b)	Reproducing in color (8-1/2 x 11" and 8-1/2 x 14")	429,003	0.000	23,385.17	0.041	17,503.12
(0)	per printed page	139,902	0.29	40,571.58	0.166	23,223.73
(c)	Reproducing in black (11 x 17")per printed page	225	0.29			
(d)	Reproducing in color (11 x 17)per printed page	792	0.19			
(u) (e)	Repoducing oversized black only documents (documents	192	0.52	200.44	0.00	211.20
(0)	over 11 x 17")	30	1.50	45.00	0.30	9.00
(f)	Reproducing oversized color documents (documents	50	1.00	+0.00	0.00	0.00
11	over 11 x 17")per sq. ft	48	7.50	360.00	5.50	264.00
		0-	7.00	300.00	0.00	201.00

TITLE:	LITICATION AND NON LITICATION SUPPORT SERVICES						
	LITIGATION AND NON-LITIGATION SUPPORT SERVICES						
	Security and Exchange Commission (SEC)						
TERM:	March 1, 2020 thru February 28, 2021		5100			CONTRACTOR	
				H USA, INC		RICOH	
		BASIS OF		ton, PA	-	vern, PA	
TEM NO.	DESCRIPTION	AWARD	UNIT RATE	COST	UNIT RATE	COST	
V.	CD AND DVD DUPLICATION: Prices offered must include						
	cost of disc and jewel case, printing on disc, and						
	inserting into jewel case.						
(a)	CD Duplication	6		34.80		30.00	
(b)	DVD Duplicationper disc	3	7.00	21.00	5.00	15.00	
<b>/I</b> .	PAPER: 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:						
	Xerographic Copies (Text) - Eack page-sixe leaf.						
	Xerographic Copies (Cover) - Two page-size leaves						
	will be allowed for each complete cover.						
	Tab Dividers - Each divider.						
	Oversized Black Xerographic and Oversized Full Color						
	Documents - Per square foot.						
	NOTE: Change for tab divider stock must be charged						
	under line item Vi.i.(g)(I).						
	Xerographic Copies:						
(a)	White Offset Book (50-lb.) or at contractor's option,						
	White Writing (20-lb.). Or White Plain Copier, Xerographic						
	(20-lb.)per Leaf						
[1]	8-1/2 x 11" and 8-1/2 x 14"	570,348	0.015	8,555.22	0.008	4,562.78	
2)	11 x 17"	1,113	0.19	211.47	0.018	20.03	
(b)	White No. 1 Offset Book, Smooth-finish (60-lb.)						
(1)	8-1/2 x 11" and 8-1/2 x 14"	435	0.035	15.23	0.011	4.79	
(2)	11 x 17"	225	0.20	45.00	0.024	5.40	
(c)	Colored No. 1 Offset Book, Smooth-finish (60-lb.)						
(1)	8-1/2 x 11" and 8-1/2 x 14"	1,365	0.045	61.43		17.75	
(2)	11 x 17"	75	0.21	15.75	0.038	2.85	
(d)	Colored Writing (20-lb.)						
(1)	8-1/2 x 11" and 8-1/2 x 14"	135	0.035	4.73		1.35	
(2)	11 x 17"	150	0.19	28.50	0.020	3.00	
(e)	White High Quality Xerographic Copier, Laser Printer						
	(24-lb.)						
	8-1/2 x 11" and 8-1/2 x 14"	9,600				182.40	
2)	11 x 17"	225	0.21	47.25	0.038	8.55	
(f)	White and Colored Vellum-finish Cover(65-lb.)						
1)	8-1/2 x 11" and 8-1/2 x 14"	165	0.045			2.48	
2)	11 x 17"	60	0.21	12.60	0.030	1.80	
(g)	White and Colored Index (90-lb/)	00.70-	0.0.1-	. ====	0.00-		
(1)	8-1/2 x 11" and 8-1/2 x 14"	38,520	0.045			963.00	
(2)	11 x 17"	150	0.21	31.50	0.050	7.50	
	Our main of Display Years and the state of Course in the state of the state						
2.	Oversized Black Xerographic and Oversized Full Color						
	Documents: Prices offered will be on a "per - square foot:	-					
	basis.Square feet will be computed as the product of the						
	length times the width in inches divided by 144 and						
<u>,</u>	rounded off to the nearest tenth.						
a)	White Plain Copier, Xerographic (20-lb.)						
	per sq. ft	186	0.53	98.58	0.02	3.72	
b)	White Coated One-side Text (CIS) (100-lb/)			- ·-			
	per sq. ft	15	0.63	9.45	0.33	4.95	
(c)	White Loth (Gloss) Coated Book (70-lb.)		0.00				
	per sq. ft	45	0.80	36.00	0.35	15.75	
			1	1			

TITLE:	LITIGATION AND NON-LITIGATION SUPPORT SERVICES					
AGENCY:	Security and Exchange Commission (SEC)					
TERM:	March 1, 2020 thru February 28, 2021				CURRENT	CONTRACTOR
				I USA, INC		RICOH
		BASIS OF		ton, PA		vern, PA
ITEM NO.	DESCRIPTION	AWARD	UNIT RATE	COST	UNIT RATE	COST
VII.	BINDERS: The prices offered must be all-inclusive for					
	furnishing binders in acordance with these specification,			-		
	and shall include the cost of inseting cover (front, back,					
(-)	and/or spine) inserts and/or text only.	000	0.00	4 000 00	C 00	4 000 00
(a)	Binder (1")per binder	222	6.30	1,398.60		1,332.00
(b)	Binder (2")per binder	282	12.60 19.00	3,553.20 4,845.00		1,974.00 2.167.50
(c) (d)	Binder (3")per Binder Binder (4")per binder	255 36	24.15	4,845.00 869.40		450.00
	ADDITIONAL OPERATIONS: Line items VIII.(a) through		24.15	009.40	12.50	430.00
•	(h) are for 8-1/2 x 11" products only. A charge under line					
	item VIII.(w) will not be allowed if the contractor is charging					
	under line item III.(g) or (h). As applicable.					
(a)	Stitching with one (ULC) or two staplesper copy	13,698	0.055	753.39	N/C	N/C
(b)	Saddle-stitching in two placesper copy	15	0.11	1.65		15.00
(c)	Covering with Clear Acetate Cover Sheets (5 mil).					
· · ·	including cost of sheetper sheet	24	1.05	25.20	1.00	24.00
(d)	Covering with Colored Vinyl Cover Sheets (15 mil),					
	including cost of sheetper sheet	9	1.60	14.40		9.00
(e)	Tape Bindingper copy	15	2.10	31.50	2.00	30.00
(f)	GBC Binding (including cost of punching and combs)					
()	per copy	24	2.10	50.40	1.00	24.00
(g)	Velo-Binding (including cost of punching and plastic	0	0.40	40.00	1.00	0.00
(1.)	strips)per copy	9	2.10	18.90	1.00	9.00
(h)	Binding with Acco Fasteners (or equal) (incliding cost	60	1.05	66.45	2.00	100.00
(i)	of punching and fastenerper copy Binding with spring binder clipsper clip	63 567	1.05 1.05	66.15 595.35		126.00 567.00
(i) (j)	Folding (one or two foldsper 100 documents	114	5.25	598.50		570.00
(k)	Hand folding oversized documentsper document	30	5.25	157.50		150.00
(I)	Drillingper 100 leaves	5,226	0.32	1,672.32		1,045.20
(')	NOTE: When drilling products with separate covers	-,		.,		.,
	and/or tab dividers, each thickness of cover and/or					
	divider stock will be counted as three leaves.					
(m)	Trimmng to a size smaller than 8-1/2 x 11"					
	per product	30	2.10	63.00		60.00
(n)	Slip sheetingper sheet	5,286	0.035	185.01	0.02	105.72
(0)	Inserting into Manila folders, including labeling folder					
	per folder	3,237	1.05	3,398.85	0.75	2,427.75
(p)	Inserting into Redwell folders, including labeling folder	00	0.40	100.00	4.75	445 50
(m)	per folder	66 6	2.10	138.60		115.50
(q)	Inserting into Plastic sleevesper sleeve	0	2.10	12.60	2.00	12.00
( r)	Inserting furnished, pre-printed die-cut tab dividers per divider	1,887	0.065	122.66	0.06	113.22
(s )	Die-cut tab dividers (incliding the cost of typesetting/labeling	1,007	0.000	122.00	0.00	110.22
	tab portion only, duplicating/copying one-side only,					
	and insertingper divider	38,835	0.53	20,582.55	0.50	19,417.50
(t)	Laminating one side onlyper sq.ft.	15	4.20	63.00		
(u)	Laminating both sidesper sq. ft.	9	4.20	37.80		36.00
(v)	Mounting oversized documents on foam core board					
	(inckuding cost of foam core board)					
	per sq. ft	216	3.00	648.00		432.00
(w)	Bates numberingper number	75	0.035	2.63	0.035	2.63
(x )	Media conversion under	00.10	0.4-	1 000 00	0.00	0.00
(14)	per Megabyte	6912	0.15	1,036.80		0.00
(y)	File naming (non - litigation orders only)per file	77,028	0.22	16,946.16	0.25	19,257.00
IX.	SERVICES CENTER: Price must include the cost of all					
	operators/account representatives and computer/					
	telephone equipment and toll-free service center line.					
	Service Center Operating/Maintenance Fee					
	per print order	300	5.25	1,575.00	N/C	N/C
	CONTRACTOR TOTALS			\$190,394.94		\$136,870.86
	DISCOUNT		0%	\$0.00	0%	\$0.00
	DISCOUNTED TOTALS			\$190,394.94		\$136,870.86
		1		AWARDED		



February 18, 2020

This is Amendment No. 1. The specifications in our invitation for bids on Program 376-S R-4, scheduled for opening at 11:00am on February 20, 2020, are amended as follows:

1. On page 2 of 27 of the contract specifications, under "Subcontracting"

Delete:

Subcontracting is allowed to provide the Service Center operations for the DC Office and litigation and non-litigation support services for the SEC Regional Offices (except for the 4 locations listed above).

Insert:

Subcontracting is allowed to provide the Service Center operations for the DC Office and litigation and non-litigation support services for the SEC Regional Offices (except for the New York and Boston).

All other specifications remain the same.

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

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

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

<u>BIDDER MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT PRIOR TO BID OPENING.</u> Failure to acknowledge receipt of amendment, by amendment number, prior to bid-opening time, may be reason for bid being declared nonresponsive.

Sincerely,

CONTRACTING OFFICER Contracting Officer

> U.S. GOVERNMENT PUBLISHING OFFICE | Keeping America Informed | OFFICIAL | DIGITAL | SECURE 732 North Capitol Street NW, Washington, DC 20401-0001 http://www.gpo.gov | www.facebook.com/USGPO | twitter.com/USGPO

## U.S. GOVERNMENT PUBLISHING OFFICE

## Washington, DC

## GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

## Litigation and Non-Litigation Support Services

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

Security and Exchange Commission (SEC)

Single Award

**TERM OF CONTRACT:** The term of this contract is for the period beginning March 1, 2020 and ending February 28, 2021, plus up to four (4) optional 12-month extension periods 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 February 20, 2020.

**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 January 2018. 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. Contractor is to follow the instructions in the bid submission/opening area. If further instruction or assistance is required, call (202) 512-0526.

**BIDDERS, PLEASE NOTE:** These specifications have been <u>extensively</u> revised. All bidders are cautioned to familiarize themselves with all provisions of these specifications before bidding.

Special Attention is directed to the following sections which differ from the previous contract solicitation: "Subcontracting", "Quality Assurance Levels and Standards", "Notice to Contractors", "Scanning", "Schedule", "Section 3. – Determination of Award", and "Section 4. – Schedule of Prices".

The GPO 910 "BID" Form is no longer required. Bidders are to fill out, sign/initial, as applicable, all pages of "SECTION 4. – SCHEDULE OF PRICES."

Abstracts of contract prices are available at <u>https://www.gpo.gov/how-to-work-with-us/vendors/contract-pricing</u>.

For information of a technical nature, contact APS DC at apsdc@gpo.gov or (202) 512-0307.

## SECTION I. - GENERAL TERMS AND CONDITIONS

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

GPO Contract Terms (GPO Publication 310.2) – <u>https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/contractterms2018.pdf</u>.

 $GPO\ QATAP\ (GPO\ Publication\ 310.1) - \underline{https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/qatap-rev-09-19.pdf.$ 

**SUBCONTRACTING:** The predominant production functions are litigation and non-litigation support services, as specified herein, for the Boston, Los Angeles (LA), New York (NY), and San Francisco (SF) SEC Regional Offices and program management of the contract. Any contractor that cannot perform the all predominant production functions covered by these specifications will be declared non-responsible.

Subcontracting is allowed to provide the Service Center operations for the DC Office and litigation and nonlitigation support services for the SEC Regional Offices (except for the 4 locations listed above).

Subcontracting is allowed for mounting oversized documents on foam core board and laminating.

The contractor shall be responsible for enforcing all contract requirements outsourced to a subcontractor.

Subcontractor(s) must be approved by the Government prior to production starting in that facility. The subcontractor's information must be provided in conjunction with the "SECURITY CONTROL PLANS" specified herein.

If the contractor needs to add a subcontractor at any time after award, the subcontractor must be approved by the Government prior to production starting in that facility. If the subcontractor is not approved by the Government, then the contractor must submit new subcontractor's information to the Government for approval five (5) calendar days prior to the start of production at that facility.

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

Product Quality Levels:

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

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

- (a) Non-destructive Tests General Inspection Level I.
- (b) Destructive Tests Special Inspection Level S-2.

Specified Standards: The specified standards for the attributes requiring them shall be:

Attribute

Specified Standard

P-7. Type Quality and Uniformity

Furnished copy/Reprint copy/ Photoprints/Electronic media All scanning must be in accordance with the Federal Agencies Digitization Guidelines Initiative (FADGI): FADGI September 2016 Technical Guidelines for Digitizing Cultural Heritage Materials, Creation of Raster Image Files. Bound Volumes: General Collection Standard.

**OPTION TO EXTEND THE TERM OF THE CONTRACT:** The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed five (5) years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "EXTENSION OF CONTRACT TERM" clause. See also "ECONOMIC PRICE ADJUSTMENT" for authorized pricing adjustment(s).

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

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

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from March 1, 2020 to February 28, 2021, 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 November 30, 2019, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

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

**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.

**SECURITY REQUIREMENTS:** During the performance of this contract, legal documents (including documentary and testimonial evidence and personally identifiable information (PII)) will be reproduced. Due to the sensitive nature of the documents furnished, all materials must be kept confidential. This material is not for public consumption and should be handled with extreme care.

The contractor shall not release or sell to any person any information or materials received from the Government under the contract; nor shall the contractor use the information or materials for any purpose other than that for which it was provided to the contractor under the terms of the contract.

The contractor shall not retain or distribute, in any form, any part of the materials furnished by the Government which are not consumed in the preparation of the work or which are generated as a result of this contract. Proper precautions shall be taken to ensure that all Government supplied materials are protected from damage. The Government furnished materials shall be returned in the same condition as originally furnished, unless otherwise specified.

**NOTE:** It is the contractor's responsibility to properly safeguard PII from loss, theft, or inadvertent disclosure and to immediately notify the Government of any loss of personally identifiable information. Personally identifiable information is "information that 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. (reference: OMB Memorandum 07-16). Other specific examples of PII include, but are not limited to:

- Personal identification numbers, such as passport number, driver's license number, taxpayer identification number, or financial account or credit card number.
- Address information, such as street address or personal email address.
- 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).

Prior to beginning work on this contract, each contractor employee who will be performing on this contract (including the contractor's drivers and any subcontractor employees) must sign an SEC Non-Disclosure Statement. Any new employee added after award must also sign the Non-Disclosure Statement prior to performing on the contract.

## The signed Statements must be forwarded to: U.S. Government Publishing Office, Attn: APS DC, STOP: CSAPS, Room C838, 732 North Capitol Street, NW, Washington, DC 20401.

**WARNING:** Proper control and handling must be maintained at all times to prevent any information or materials required to produce the product ordered under these specifications from falling into unauthorized hands. Unless otherwise indicated herein, all erroneous/extra copies produced by the contractor are to be destroyed beyond recognition by means of abrasive destruction, burning, shredding, or other method that guarantees complete protection against access.

**DISPOSAL OF WASTE MATERIALS:** The contractor is required to demonstrate how all waste materials used in the production of sensitive information will be definitely destroyed, i.e., burning, pulping, shredding, macerating, or other suitable similar means. Electronic records must be definitely destroyed in a manner that prevents reconstruction. *Definitely* destroying the records means the material <u>cannot</u> be reassembled and used in an inappropriate manner in violation of law and regulations. *Sensitive* records are records that are national security classified or exempted from disclosure by statute, including the Privacy Act or regulation.

If the contractor selects shredding as a means of disposal, it is preferred that a cross-cut shredder be used. If a strip shredder is used, the strips must not exceed one-quarter inch.

The contractor must provide the method planned to dispose of the materials. A Government representative may be required to be present for the disposal of waste materials. At Government's option, contractor may be required to return all waste materials to the ordering agency.

**SECURITY CONTROL PLANS:** The contractor shall maintain in operation, an effective security system where items by these specifications are reproduced and/or stored (awaiting distribution or disposal) to assure against theft and/or the product falling into unauthorized hands.

Contractor is cautioned that no Government provided information/materials shall be used for non-government business. Specifically, no Government information shall be used for the benefit of a third party.

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

The contractor shall present, in writing, to the Contracting Officer within 24 hours of being notified to do so by the Contracting Officer or his/her representative, detailed plans for the following activities. The workday after notification to submit will be the first day of the schedule.

## THESE PROPOSED PLANS ARE SUBJECT TO REVIEW AND APPROVAL BY THE GOVERNMENT AND AWARD WILL NOT BE MADE PRIOR TO APPROVAL OF SAME. THE GOVERNMENT RESERVES THE RIGHT TO WAIVE ANY OR ALL OF THESE PLANS.

The Security Control Plans shall provide in detail, at a minimum:

- How Government materials will be secured to prevent disclosure to a third party prior to and after termination of contract.
- How all accountable materials will be handled throughout all phases of production.
- List of subcontractor(s) and their specific function(s).
- How the disposal of waste materials will be handled.
- 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).
- A list of secured carriers that will be used to deliver the final products to third parties.

*Option Years:* For each option year that may be exercised, the contractor will be required to re-submit, in writing, the above plans detailing any changes and/or revisions that may have occurred. The contractor should be prepared to submit these plans to GPO within five (5) workdays of notification of the option year being exercised.

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

**POSTAWARD CONFERENCE**: Unless waived by the Contracting Officer, the total requirements of the job as indicated in these specifications will be reviewed by Government representatives with the contractor's representatives at the U.S. Government Publishing Office, Washington, DC, immediately after award.

## Prior to placement of orders in each SEC Regional Office, contractor may be required to attend a postaward meeting at each individual office location, particularly the LA, NY, and SF Offices.

NOTE: Person(s) that the contractor deems necessary (including the Service Center Account Representative) for the successful implementation of the contract must be in attendance. (See "SERVICE CENTER" specified in SECTION 2.)

**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 March 1, 2020 through February 28, 2021, 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.

**PRIVACY ACT NOTIFICATION:** This procurement action requires the contractor to do one or more of the following: design, develop, or operate a system of records on individuals to accomplish an agency function in accordance with the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties as stated in 5 U.S.C. 552a (i)(1) CRIMINAL PENALTIES. It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a, specifically, 5 U.S.C. 552a (i)(1) CRIMINAL PENALTIES and m(1) GOVERNMENT CONTRACTORS.

## PRIVACY ACT

- (a) The contractor agrees:
  - (1) to comply with the Privacy Act of 1974 and the rules and regulations issued pursuant to the Act in the design, development, or operation of any system of records on individuals in order to accomplish an agency function when the contract specifically identifies (i) the system or systems of records and (ii) the work to be performed by the contractor in terms of any one or combination of the following: (A) design, (B) development, or (C) operation;
  - (2) to include the solicitation notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation when the statement of work in the proposed subcontract requires the design, development, or operation of a system of records on individuals to accomplish an agency function; and
  - (3) to include this clause, including this paragraph (3), in all subcontracts awarded pursuant to this contract which require the design, development, or operation of such a system of records.
- (b) In the event of violations of the Act, a civil action may be brought against the agency involved where the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency where the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act when the contract is for the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act when the contract is for the operation of a system of records on individuals to accomplish an agency function, the contractor and any employee of the contractor is considered to be an employee of the agency.
- (c) The terms used in this clause have the following meanings:
  - (1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records including the collection, use, and dissemination of records.
  - (2) "Record" means any item, collection or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.
  - (3) "System of records" on individuals means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

**PAYMENT:** At the time of delivery, the contractor must submit an itemized receipt to an authorized representative of the ordering agency for verification. This receipt must indicate all copier counts, material furnished by the contractor, and operations performed by the contractor.

Contractor must submit this signed, verified receipt with his billing invoice to: U.S. Government Publishing Office, Comptroller, Stop: FMCE, Financial Management Service, Washington, DC 2040l. (NOTE: GPO offers a Contractor Fax Billing System. Please visit the GPO website for more information.)

Submitting invoices for payment via the GPO fax gateway (if no samples are required) utilizing the GPO barcode coversheet program application is the most efficient method of receiving payment. Instruction for using this method can be found at the following web address:

http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html.

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

For more information about the billing process, refer to the General Information of the Office of Finance web page located at: https://www.gpo.gov/how-to-work-with-us/agency/billing-and-payment.

Contractor's billing invoice must be itemized in accordance with the items in the "SCHEDULE OF PRICES." Invoices received that are not itemized as specified may be returned to the contractor for correction and may cause a delay in payment.

## **SECTION 2. - SPECIFICATIONS**

**SCOPE:** These specifications cover the fast turnaround of black and color duplicating/copying of litigation and non-litigation documents; reproducing oversized black and full color litigation and non-litigation documents; and, CD and DVD duplication; requiring such operations as program management, copy preparation, duplicating/copying in black and full color, blowbacks, Bates numbering, scanning, binding, construction, CD/DVD duplication, packing, and distribution.

Additionally, the contractor will be required to provide/implement and manage a Service Center.

TITLE: Litigation and Non-Litigation Support Services.

**NOTICE TO CONTRACTORS:** *The majority of the documents reproduced on this contract will be litigation documents of a sensitive nature and will require special safeguards.* Release of the material to anyone not authorized by the SEC or Contracting Officer is prohibited. All copies must be accounted for and waste sheets destroyed beyond recognition or reconstruction.

NOTE: Approximately 95% of all orders placed will be out of the Boston, LA, NY, and SF Regional Offices. (See Exhibit 1 for list of SEC Regional Offices with their complete addresses and contact information.)

## Unless otherwise specified, all specifications apply to both litigation and non-litigation documents.

**FREQUENCY OF ORDERS:** It is impossible to predetermine the number or frequency of orders which will be placed during the term of this contract. However, based on historical data, it is anticipated that the total number of orders placed will be for up to approximately 500 orders per year.

QUANTITY: Up to approximately 20 copies per order. (NOTE: An occasional order may exceed 20 copies.)

**NUMBER OF PAGES:** Approximately 1 to 100,000 pages per order. (NOTE: An occasional order may exceed 100,000 pages.)

NOTE: It is anticipated that the majority of the leaves will reproduce face only.

## TRIM SIZES:

Xerographic Copies (Black and Full Color): 8-1/2 x 11"; 8-1/2 x 14"; 11 x 17".

Oversized Black and Full Color Documents: Up to 48 x 48".

Tab Dividers:  $8-1/2 \times 11$  with 1/2" or 1" side or bottom tab.

NOTE: On an occasional order, material smaller than  $8-1/2 \ge 11$ " may be furnished but may be reproduced onto an  $8-1/2 \ge 11$ " sheet.

**GOVERNMENT TO FURNISH:** Furnished copy and reprint copy and occasionally glossy photo prints will be furnished. NOTE: Documents may be furnished loose or in a variety of bound styles. See "COPY PREPARATION.")

Banker-type boxes containing loose files to be scanned. Each box will consist of approximately 1,600 files. Each file is made up of approximately 1 or 2 leaves.

CDs, DVDs, USB drives, and/or external hard drives may be furnished for outputting for reproduction.

PDF files furnished via email or via an FTP site (Accellion) for the non-litigation documents for outputting for reproduction.

Preprinted tab dividers to be inserted throughout and bound with reproduced document or inserted into binders.

Occasionally, preprinted documents may be furnished for Bates numbering, laminating, or foam back mounting.

CDs/DVDs to be duplicated.

Identification markings such as register marks, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried in the furnished copy or furnished 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 products in accordance with these specifications.

The contractor must be able to accept files electronically via a FTP server. Appropriate log-on instructions and protocol must be provided at time of award. The contractor must provide necessary security for the SFTP, which at a minimum, must have a unique user ID and password.

*Estimate* – For agency information purposes only, upon receipt of each print order, the contractor is required to provide an estimate of each job within one (1) hour of receipt of the print order. The ordering agency may take up to five (5) workdays to provide an "O.K. to Proceed" with production of the order. Contractor to send the estimate to the ordering agency contact as specified on the print order.

**PROGRAM MANAGEMENT:** Contractor shall be required to perform project management functions relating to any SEC litigation order placed on this contract by any of the SEC Regional Offices. Project management functions include, but are not limited to, coordination and communication between all SEC Regional Offices and the contractor, status of orders placed, and implementing/managing the Service Center, as specified herein.

**COPY PREPARATION:** Contractors are cautioned that this is a labor-intensive contract as copy will be furnished in a variety of binding styles.

Litigation copying documents will consist of a variety of binding styles including stapled sets, paper/binder clipped sets, binders, manila folders, redwell folders, plastic sleeves, affixed notes, etc. There may be items that do not require duplication, but these items do have to be maintained with the applicable documents, or as otherwise indicated on the print order.

Non-Litigation documents include, but are not limited to, single and multi-leaf handouts, reports, bound publications, binders with inserted pages and tab dividers, posters, and banners.

Contractors will be required to separate each page for duplication/copying.

After reproduction, furnished originals and reproductions must be reassembled and bound in the same sequence and manner as they were originally received, unless otherwise specified.

All material furnished to the contractor must be kept in pristine condition. These materials must be returned exactly as they were furnished to the contractor in regard to condition, order, fastening, affixed notes, folders, etc., unless otherwise specified.

NOTE: On a rare occasion, contractor may be required to reproduce a bound book or publication that MUST NOT be disassembled or have the binding destroyed in any way.

Litigation work placed on this contract (for reproduction in black only) will be categorized by the following grades:

Grade A (Autofeed) – Defined as 50 or more pages between roadblocks, single-sided.

Grade A documents are in excellent condition and are usually copies organized in large rubber-banded or clipped sections. This grade has large sections of loose documents that are separated into sections of 50 or more pages by slip sheets. This grade is all  $8-1/2 \times 11^{\circ}$ , single-sided, with no clips or staples. Documents that qualify as light litigation where three or more copies are requested would fall into this category.

*Grade B* (*Light Litigation*) – Defined as 25 to 49 pages between roadblocks, one or two sides.

Grade B documents are in excellent condition and are usually copies that are organized in large rubber-banded, clipped, or stapled sections. This grade is very similar to Autofeed but with slightly more frequent roadblocks. Grade B documents are Autofeed documents that are all the same size, one or two sides as furnished. This grade has low staple frequency, no hand-placed pieces, no stream feeding, and no special handling. Documents that qualify as medium litigation where three or more copies are requested would fall into this category.

*Grade C* (*Medium Litigation*) – Defined as 6 to 24 pages between roadblocks.

Grade C documents primarily consist of clipped and stapled sections of letter and legal-sized paper. This grade would include copying of file folder labels and/or index tabs. This type of work tends to entail more handling and organization, and may entail a small amount of tags or "Post-It" style sticky notes that may need to be removed and replaced while copying. This grade has medium to low staple frequency, no hand placing, no stream feeding, no special handling, and is primarily autofeed. Medium litigation will consist primarily of copies but can include original documents in good condition. Documents that qualify as heavy litigation where three or more copies of are requested would fall into this category.

*Grade D* (*Heavy Litigation*) – Defined as 1 to 5 pages between roadblocks.

Grade D documents consist of heavily stapled and clipped sections. Documents may consist of a mix of original documents and copies, odd size pages, and a minimal amount of pages that require hand placement. Files that contain a mix of legal and letter-sized paper, as well as a moderate amount of tags and "Post-It" style sticky notes that need to be removed and replaced during copying. This grade includes pre-punched originals that need to be stream-fed or specially handled (including un-burst computer forms). Grade D copying requires a high level of handling and organization. Orders that include "copy-tagged documents only," (commonly referred to as "pick and choose") will often fall into this category.

Grade E (Light Glasswork) – Defined as documents that require some hand placement.

Grade E (Light glasswork) may include labor intensive work with a small amount of pages that would be feedable. This grade has a high staple frequency, some hand placing, mostly stream-feed (e.g., double-sided, GBC punched originals).

Grade F (Heavy Glasswork) – Defined as documents that require hand placement.

Grade F are original documents that require hand placement. These documents will often be very old originals, checks, receipts, phone bills, etc. This grade is the most labor intensive, usually requiring special handling and attention to detail for each page or section of pages. Contrast and edge-to-edge issues are common. This grade may contain staple groups within staple groups. Grade F has little or no stream and/or auto-feed (e.g., checks 3-up, water damaged, or fragile originals, receipts, copy envelopes and contents) and involves special handling.

**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.

 $Government Paper Specification Standards No. 12 - \underline{https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/vol_12.pdf?sfvrsn=2.$ 

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

The paper to be used will be indicated on each print order.

**NOTE Regarding JCP Codes A60 and A180 Only:** The requirement for postconsumer fiber (as specified in the Government Paper Specification Standards No. 12) for these stocks is waived. However, the addition of postconsumer fiber is encouraged provided that the requirements of this Standard are met. All other attributes remain the same.

*NOTE: The majority of products will be reproduced on white paper stock, as applicable to the stocks listed below.* 

## Xerographic Copies:

Black Only (Text):

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

White and Colored No. 1 Offset Book, Smooth-finish, basis weight: 60 lbs. per 500 sheets, 25 x 38", equal to JCP Code A61.

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

Color Copies (Text):

White High Quality Xerographic Copier, Laser Printer, basis weight: 24 lbs. per 500 sheets, 17 x 22", equal to JCP Code O-61.

## Covers:

White and Colored Vellum-finish Cover, basis weight: 65 lbs. per 500 sheets, 20 x 26", equal to JCP Code L20.

Clear Acetate Cover Sheets, 5 mil.

Colored Vinyl Cover Sheets, 15 mil.

## Die-Cut Tab Dividers and Non-Litigation Documents:

White and Colored Index, basis weight: 90 lbs. per 500 sheets, 25-1/2 x 30-1/2", equal to JCP Code K10.

## **Oversized Black Xerographic Documents:**

White Plain Copier, Xerographic, basis weight: 20 lbs. per 500 sheets, 17 x 22", equal to JCP Code O-65.

## **Oversized Full Color Documents:**

White Coated One-side Text (C1S), basis weight: 100 lbs. per 500 sheets, 25 x 38", equal to JCP Code A160. (NOTE: Stock must match HP Universal Instant-Dry Satin Photo paper in appearance and size.)

White Litho (Gloss) Coated Book, basis weight: 70 lbs. per 500 sheets, 25 x 38", equal to JCP Code A180.

**TAB DIVIDERS**: When ordered, contractor will be required to set type on or electronically label (at contractor's option) the tab portion of tab dividers. Contractor to match furnished copy.

Orders may require tab dividers for stock letter tabs (A through Z) or side number tabs (1 through 1,000). An occasional order may require number tabs higher than 1,000. Typical orders will be for approximately 2 to 20 tabs dividers per set.

Side and bottom tabs will be required. (Majority of tab dividers will require 1/2" side tabs.)

**DUPLICATING/COPYING:** Contractor must produce exact duplicates of the copy furnished, <u>exactly</u> the way it was furnished to them, unless otherwise indicated on the print order.

All reproduced copy must be legible. At a minimum, duplicated pages must maintain the quality of the furnished original. Copies will not be acceptable if they contain background tone, strip-lines, or are not equal to the furnished copy. NOTE: Some furnished documents may be very old and/or in poor condition.

*Xerographic Copies:* Reproduce text one side only, face and back, head-to-head, or head-to-side in black or color. When ordered, Covers 1, 2, 3, and/or 4 reproduce in black or color.

When ordered, furnished material less than  $8-1/2 \ge 11$ " may be reproduced onto an  $8-1/2 \ge 11$ " sheet.

*Die-Cut Tab Dividers:* Reproduce tab dividers face only in black (tab portion only). Follow instructions on individual print orders for position.

*Oversized Black Xerographic Documents:* Reproduce face only. Oversized xerographic documents may be ordered to be reproduced same-size, enlarged, or reduced, as specified on individual print orders. NOTE: Xerographic copies must not contain background tone and must be equal to or better than a duplicating process such as direct image duplicating.

*Oversized Full Color Ink Jet or Electrostatic Documents:* Reproduce face only in full color. Minimum resolution must be 300 dpi. Contractor will be required to scan original color copy furnished by the Government.

**BLOWBACK:** When ordered, the contractor must be able to reproduce (in black or full color from furnished CDs, DVDs, USB drives, external hard drives (up to 1 terabyte (TB)), and/or emailed PDF files) and bind, as specified on the print order.

Blowback reproductions will be for face only and face and back leaves.

MARGINS: Margins will be as specified on the print order or furnished copy/electronic file.

**BATES NUMBERING:** When ordered, Bates numbering will be required for both hard copy and electronic reproductions in black ink in consecutive sequence.

Orders will require numbering documents prior to duplicating/copying using a Bates numbering machine, numbering stickers, or through electronic means, as specified. No duplicated or missing numbers allowed.

## SCANNING:

Scan documents furnished by the Government. It is anticipated that letter size, legal size, and oversized documents will require scanning. Minimum Three Star (300 ppi, 8 or 16 bit) will be required. The contractor will be required to save as an Adobe Acrobat (version X Pro) PDF file or TIFF file onto a CD or DVD, as specified. Additionally, contractor must print title on disc and insert into a jewel case (see "PACKING" for requirements).

Scanner Imaging Performance and Monitoring: Scanner performance and consistency during production shall be evaluated daily prior to scanning by the contractor with the DICE Device Level Target (available as the Golden Thread target from Image Science Associates). Contractor is responsible for obtaining targets and evaluation software.

If scanner performance drops below the required minimum FADGI level specified, the contractor shall stop all scanning and address the deficiency. Failure by the contractor to address the deficiency may require the contractor to re-scan documents at no expense to the Government. No extra time can be allowed for this re-scanning; such operations must be accomplished within the original production schedule allotted in the specifications.

*Litigation Orders* – When required, the contractor must name the PDF file using the naming structure specified on the print order.

Non-Litigation Orders – When requested, the contractor must name the PDF file as specified under "FILE NAMING."

When saving to a CD/DVD, the title on the CD/DVD prints on top of disc in black ink (no disc labels). All printing on the disc shall comply with the requirements set forth in the International Standards IEC 908 and amendment ISO 10149 and ISO 9660 for CD/DVD. Inks used for the disc title must not damage the lacquer layer.

When required, contractor may be required to scan, Bates-number, and reproduce (duplicate/copy) furnished hard copy all in one pass, the majority of which will be  $8-1/2 \times 11^{\circ}$ .

**BINDING:** Bind as indicated on the print order. Various binding styles will be ordered as follows:

Gather in sequence as furnished. On rare occasions, two-piece separate paper covers will be required.

It is anticipated that copies reproduced in color will be inserted throughout and bound with other documents.

Side-wire stitch with one (upper left corner (ULC)) or two stitches.

Saddle-wire stitch in two places and trim three sides. Each product must contain complete four-page signatures after trimming. Single leaves connected with a lip (i.e., binding stub) to left or right side of stitches will not be allowed.

Covering with Acetate or Vinyl Sheets: Occasionally, the contractor will be required to place a sheet of Clear Acetate (5 mil) or Colored Vinyl (15 mil) on top of document. The contractor will be required to bind this cover sheet with document.

Tape Binding: Gather text and covers and glue spine. After gluing the spine, the contractor must wrap and glue black binding tape around the entire spine dimension. Tape must extend from spine approximately 1/2" onto front and back covers.

GBC Binding: Punch rectangular holes  $(3/16 \times 5/16")$  in size), 9/16" center to center, on the bind edge. Bind text and cover with white or colored plastic GBC style combs of suitable capacity.

Velo-Binding: Punch and bind text and cover with white or colored Velo-style plastic strips.

Punch and bind text and covers with Acco-fasteners (or equal) of suitable capacity.

Bind with spring binder clips.

Folding: Occasionally, documents will require one fold or two continuous folds.

Hand Folding: Hand fold oversized documents as indicated on the individual print order.

Roll oversized documents and band with rubber bands.

Drilling: Drill two or three round holes, 1/4" or 5/16" in diameter, as specified.

Trim to a size smaller than  $8-1/2 \ge 11$ ".

Slip Sheeting: Place a sheet of Colored Writing (20-lb.) paper between documents to separate.

Insert into manila folder, redwell folder, or plastic sleeve, as specified. When required, contractor must label manila and redwell folders, as specified.

When furnished, insert furnished, preprinted tab dividers into reproduced document and bind, as specified or insert into binders, as specified.

Insert text and/or tab dividers into binders. Insert covers (front, back, and/or spine) into clear vinyl pockets. Binders will range from 1" to 4" in capacity, as specified on the print order. (See "CONSTRUCTION.") NOTE: Contractor must ensure binder rings are in a closed, locked position.

Sheet Lamination: A single thickness of 5 mil clear plastic, or equal, material shall be securely bonded to one side or to both sides of the sheet as ordered (sheet size up to  $24 \times 36$ "). After laminating, trim laminate four sides. Products laminating on both sides must have a 1/16" border on all sides. The finished laminated sheets shall be such that there shall be no appreciable change in color of paper and image. The contractor must guarantee that the coating will be waterproof, not curl or break when bent at a 90 degree angle, and will not separate from the sheet under normal use.

Mounting Oversized Documents on Foam Core Board: A single thickness of 3/16" foam core board shall be securely adhered to the back of the sheet as ordered (sheet size up to  $48 \times 48$ "). After mounting, trim flush all four sides.

**CONSTRUCTION (1" to 4" Binders):** White (unless otherwise specified) vinyl covering and clear vinyl pockets shall be electronically/dielectrically heat sealed over No. 1 quality binders boards, 0.10" thick, +/-0.025", forming securely sealed edges all around the binder and on each side of the backbone, as hinges. Binders boards to have smooth edges, and the outer corners round cornered. Grain of boards must be parallel to the short dimension.

Clear vinyl pocket at top edge on front and back cover and backbone shall not be sealed to allow for inserts. Clear vinyl covering over backbone to be die-cut at top with a 1/2" deep, half-moon shaped thumb notch, the full width of backbone.

Binder size will be approximately 11-1/2" (bind) x 10-5/8". Heavy duty wide flat base element with three round or "D" shaped rings, as specified. Rings will be spaced 4-1/4" center to center. Element must be equipped with opening and closing levers at each end. Metal element must be machine finished, no rough edges. Opening/closing levers must not extend beyond the edge of the binder and must have a firm action, no free play.

All exposed metal parts shall be nickel plated and corrosion resistant. The metal looseleaf element is to be securely riveted with not less than two metal rivets to the backbone of the 1" and 2" binders and to the back cover of the 3" and 4" binders. The rivet heads, if exposed, must be the same color as the binder vinyl.

**CD AND DVD DUPLICATION:** When ordered, the contractor must duplicate the furnished CD (CD-R or CD-RW) or DVD in the number of copies specified on the print order. Additionally, contractor must print title on disc and insert into a jewel case (see "PACKING" for requirements).

The title on the CD/DVD prints on top of disc in black ink (no disc labels). All printing on the disc shall comply with the requirements set forth in the International Standards IEC 908 and amendment ISO 10149 and ISO 9660 for CD/DVD. Inks used for the disc title must not damage the lacquer layer.

*Disc Manufacturing:* Discs produced under this contract shall be in compliance with standards set by the International Standards Origination (ISO). Discs are 4.72" in diameter, single sided, with a highly reflective metal layer sealed with a protective lacquer. The reflective layer shall be completely sealed with lacquer on both the inner and outer edges of the disc.

**MEDIA CONVERSION:** On occasion, the furnished documents/files may contain an electronic medium that needs to be converted and saved as a PDF file to another type of electronic medium. The SEC will specify which media is to be converted and provide special instruction at that time.

**FILE NAMING (Non-Litigation Orders):** After saving the files, the contractor will provide customized file naming services that include:

- SEC file number
- Name of issuer of the Form 144
- Name of person for whom the transaction is reported
- Date stamped on the Form 144

## PACKING:

When ordered, insert each CD/DVD into a standard, clear jewel case (one disc per case). The discs inserted into jewel cases must fit securely in the disc tray to prevent damage in transit.

Pack CDs/DVDs (inserted in jewel cases) appropriately so as not to damage discs/jewel cases during delivery.

Pack reproduced copies in appropriately-sized shipping containers (bankers boxes) not to exceed 45 pounds when fully packed.

All shipments which fill less than a shipping container must be packaged with materials of sufficient strength and durability and in such a manner which will guarantee that the product(s) will not be damaged during delivery.

NOTE: RE-PACK ORIGINALS IN ORIGINAL SHIPPING CONTAINERS. Do not replace containers without permission from the ordering agency.

**LABELING AND MARKING (Package and/or Container label):** Contractor to download GPO Form 905 (R. 7-15), "Labeling and Marking Specifications" which can be located on GPO.gov, fill in appropriate blanks, and attach to shipping containers.

On occasion, contractor may be required to label containers to include case title, case number, and any other identifying feature as instructed by the ordering agency.

Contractor MUST maintain markings on original containers, as furnished. Contractor must not label/mark original containers in any way.

**DISTRIBUTION:** Deliver f.o.b. destination to the SEC Regional Office where the job originated, unless otherwise specified. Inside deliveries will be required. (See Exhibit 1 for list of SEC Regional Offices with their complete addresses and contact information.)

## NOTE: All orders must be delivered directly by an employee of the contractor.

On an occasional order, contractor may be required to ship f.o.b. destination (via overnight express or 2<sup>nd</sup> Day service using the ordering agency's shipping account) to a facility other than where the order originated, to SEC Headquarters, to a SEC Regional Office, or to a third party, as specified on the print order. NOTE: The ordering agency's shipping account number will be provided after award.

Upon completion of each order, contractor must notify the ordering agency (on the same day the order delivers/ships) via email to the address indicated on the print order. The subject line of the email shall be "Distribution Notice for Program 376-S, Print Order XXXXX, and applicable SEC Regional Office." The notice must provide all applicable tracking numbers, delivery/shipping method, and title of product. Contractor must be able to provide copies of all delivery/shipping receipts upon agency request. (NOTE: In the body of the email, contractor must reference the Purchase Order and Jacket Numbers and the SEC Matter Number.)

Upon completion of each order, when applicable, all furnished material must be returned to the address indicated on the print order. These materials must be packaged and returned separately from the entire job. Unless otherwise specified, these materials must be returned exactly as they were received by the contractor in regard to condition, order, fastening, affixed notes, folders, etc. The contractor must be able to produce a separate signed receipt for these materials at any time during the contract.

All expenses incidental to picking up and returning materials (when applicable) must be borne by the contractor.

**SCHEDULE:** Adherence to the schedule specified on the individual print order must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

# *NOTE:* Contractor's plant must be available to pick up, produce, and deliver work from 7:00a.m. to 7:00p.m. Monday through Friday with occasional delivery on a weekend or Federal holiday.

When applicable, print order and furnished material must be picked up from and returned to the applicable regional office.

Some print orders and furnished materials/placement of orders will be furnished via email or FTP.

No definite schedule for pickup of material can be predetermined at this time.

# The following schedules begin upon receipt of "O.K. to Proceed" on the job estimate (via email). (See "CONTRACTOR TO FURNISH.")

Schedule requirements are as follows:

- Approximately 5% of the orders must be completed and delivered <u>at destination</u> within 4 to 8 hours (as specified) of receipt of estimate approval (via email).
- Approximately 45% of the orders must be completed and delivered <u>at destination</u> within 24 hours of receipt of estimate approval (via email).
- Approximately 50% of the orders will require a schedule longer than 24 hours and that is mutually agreeable between the ordering agency and the contractor based on size and complexity of the job.

The ship/deliver date indicated on the print order is the date products ordered for delivery/shipping f.o.b. destination must be delivered to the destination(s) specified.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with 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, the contractor must notify the U.S. Government Publishing Office of the date of shipment or delivery, as applicable. Upon completion of each order, contractor must contact the Shared Support Services Compliance Section via email at <u>compliance@gpo.gov</u>; via telephone at (202) 512-0520; or via facsimile at (202) 512-1364. Personnel receiving email, call, or facsimile will be unable to respond to questions of a technical nature or to transfer any inquiries.

**SERVICE CENTER:** The contractor is to implement and manage a Service Center.

The contractor must provide a dedicated, toll-free number after award. The contractor will be responsible for all costs associated with the toll-free line. It is impossible to predetermine the volume of phone calls during the term of this contract. However, based on past performance, it is anticipated that there will be up to approximately 50 calls per year.

The service center must be in place, with operators ready to accept calls, within 20 workdays of contract award. The contractor must provide the following –

- All telephone and computer equipment necessary to handle the volume of calls. It is the contractor's responsibility to determine the required equipment needed.
- The contractor must provide coverage 24 hours a day, seven (7) days per week, including all Federal holidays. The contractor must provide a live, qualified account representative specifically assigned to each SEC Regional Office. Each regional office account representative must be able to answer questions and assist with jobs for their assigned regional office. (NOTE: More than one regional office may be assigned to the same account representative as long as the representative is able to service his/her assigned regional office(s) in accordance with these specifications.
- During normal business hours, the contractor must ensure that 98% of all calls are answered within 30 seconds of receipt of calls and connected to a live representative within three (3) minutes of the call being answered.
- During normal business hours, the contractor must provide a roll-over voice-mail if the caller would prefer to leave a message in lieu of holding for the next available representative.
- During normal business hours, the contractor must return all voice-mail messages within 30 minutes of receipt.
- During the off hours, the contractor must provide voice-mail in the event that a representative is unable to answer a call.
- During the off hours, the contractor must return all voice-mail messages within 30 minutes of receipt.
- Contractor must be able to answer questions from SEC staff regarding the contract, including but not limited to, instructions on placing orders, how to set up accounts, placement and status of orders, contractor information, subcontractor for particular regional office, etc.
- Contractor must furnish Service Request Reports (see below).

**SERVICE REQUEST REPORTS:** Contractor is to furnish weekly reports, and monthly, quarterly, and annual cumulative reports that are to include, but are not limited to –

- Number of service requests.
- Reason for service request.
- SEC Regional Office where service request originated.

Reports are to be emailed to: <u>printisj@sec.gov</u>.

## SECTION 3. - DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the "SCHEDULE OF PRICES" to the following units of production which are the estimated requirements to produce one (1) year's production under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period of time.

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

I.	1. (a) (b) (c) (d) (e) (f)	(1) 1,965 921 558 57,693 270 1,005	(2) 150 60 75 48 225 30
	2.	11,733	243
II.	(a) (b)	45 63	
III.	<ul> <li>(a)</li> <li>(b)</li> <li>(c)</li> <li>(d)</li> <li>(e)</li> <li>(f)</li> <li>(g)</li> <li>(h)</li> <li>(i)</li> </ul>	$ \begin{array}{r} 393\\ 174,783\\ 300\\ 150\\ 15\\ 15\\ 45,096\\ 8,124\\ 3,501 \end{array} $	
IV.	(a) (b) (c) (d) (e) (f)	429,003 139,902 225 792 30 48	
V.	(a) (b)	6 3	

VI. 1. (a) (b) (c) (d) (e) (f) (g)	$(1) \\ 570,348 \\ 435 \\ 1,365 \\ 135 \\ 9,600 \\ 165 \\ 38,520$	$(2) \\ 1,113 \\ 225 \\ 75 \\ 150 \\ 225 \\ 60 \\ 150 \\ $
2. (a) (b) (c)	186 15 45	
VII. (a) (b) (c) (d)	222 282 255 36	
VIII. (a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (n) (n) (n) (n) (n) (n) (o) (p) (q) (r) (s) (t) (u) (v) (v) (w) (x) (y)	13,698 $15$ $24$ $9$ $15$ $24$ $9$ $63$ $567$ $114$ $30$ $5,226$ $30$ $5,286$ $3,237$ $66$ $6$ $1,887$ $38,835$ $15$ $9$ $216$ $75$ $6,912$ $77,028$	

300

## **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 non-responsive.

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

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

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in 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 invoices submitted to the GPO shall be based on the most economical method of production.

Fractional parts of 100 will be prorated at the per-100 rate, as applicable.

Unless otherwise specified, the cost of all paper must be charged under Item VI., as applicable.

Contractor's billing invoice must be itemized in accordance with the items in the "SCHEDULE OF PRICES." Invoices received that are not itemized as specified may be returned to the contractor for correction and may cause a delay in payment.

I. **DUPLICATING/COPYING (XEROGRAPHIC COPIES):** The prices offered must include all costs related to the duplicating/copying, packing, labeling and marking, and complete distribution of all products ordered in accordance with these specifications.

Each different classification of litigation reproduction will be identified by a "Grade," as specified in "SECTION 2. - SPECIFICATIONS."

The prices offered for line items I.1.(a) through (f) must include the cost of reproducing furnished litigation documents exactly as received from the ordering agency in regard to order, fastening, affixed notes, folders, etc., unless otherwise specified.

The prices offered for line items I.2. must include the cost of color copying from furnished copy, collating, and binding color copies with the product as specified.

In addition, the prices offered for items I.1.(a) through (f), and I.2. must include the cost of returning furnished materials exactly as they were received by the contractor in regard to condition, order, fastening, affixed notes, folders, etc., unless otherwise specified.

The charge for rubber banding (when ordered) must be included in the overall costs.

A charge under items I.1. and 2., as applicable, will only be allowed when only duplicating/copying is required (no scanning). Under no circumstance will a charge under line item I.1. or 2., as applicable, *and* under line item III.(g) or (h), as applicable, be allowed.

NOTE: Certain materials, handling, and binding operations are considered optional, and additional charges will be allowed for them under Item VIII. "ADDITIONAL OPERATIONS."

		8-1/2 x 11" and 8-1/2 x 14" (1)	<u>11 x 17"</u> (2)
1.	Duplicating/Copying in Black Only:		
	(a) Grade Aper printed page	\$	\$
	(b) Grade Bper printed page	\$	\$
	(c) Grade Cper printed page	\$	\$
	(d) Grade Dper printed page	\$	\$
	(e) Grade Eper printed page	\$	\$
	(f) Grade F per printed page	\$	\$
2.			
	Per Printed Page	\$	\$

**II. OVERSIZED XEROGRAPHIC DOCUMENTS AND OVERSIZED FULL COLOR INK JET OR ELECTROSTATIC DOCUMENTS:** The prices offered shall be all-inclusive for producing oversized xerographic and oversized full color ink jet or electrostatic documents, in accordance with these specifications and shall include the cost of all materials and services necessary for complete production (including gathering into sets, rolling, securing with rubber bands, packing, and delivery).

Prices offered will be on a "per-square foot" basis. Square feet will be computed as the product of the length times the width in inches divided by 144 and rounded off to the nearest tenth.

(a) Oversized documents in black only......per sq. ft......\$\_\_\_\_\_

(b) Oversized documents in full color......per sq. ft......\$\_\_\_\_\_

**III. SCANNING DOCUMENTS:** The prices offered shall be all-inclusive for scanning documents, creating PDF or TIFF files, as ordered, and saving to a CD or DVD, as ordered (including cost of disc and jewel case, printing on disc, and inserting into jewel case).

Line items III.(g) and (h) will only be allowed when the contractor is required to scan furnished hard copy, Bates-number, and reproduce the hard copy in black or color, as applicable.

	(a)	Auto feed scanning (documents up to and including 8-1/2 x 11") per scan	\$
	(b)	Hand placement scanning (documents up to and including 8-1/2 x 11") per scan	\$
	(c)	Auto feed scanning (documents over 8-1/2 x 11" up to and including 11 x 17")per scan	\$
	(d)	Hand placement scanning (documents over 8-1/2 x 11" up to and including 11 x 17")per scan	\$
	(e)	Scanning oversized black only documents (documents over 11 x 17") per sq. ft	\$
	(f)	Scanning oversized color documents (documents over 11 x 17") per sq. ft	\$
	(g)	Scanning, Bates-numbering, and duplicating in black (8-1/2 x 11") per scan	\$
	(h)	Scanning, Bates-numbering, and duplicating in color (8-1/2 x 11") per scan	\$
	(i)	Naming PDF files (litigation orders only)per file	\$
IV		<b>OWBACK:</b> Reproducing (from CD, DVD, USB Drive, external hard drive, and PDF P) to paper.	files via email or
	(a)	Reproducing in black (8-1/2 x 11" and 8-1/2 x 14") per printed page	\$
	(b)	Reproducing in color (8-1/2 x 11" and 8-1/2 x 14") per printed page	\$
	(c)	Reproducing in black (11 x 17") per printed page	\$
	(d)	Reproducing in color (11 x 17") per printed page	\$
	(e)	Reproducing oversized black only documents (documents over 11 x 17") per sq. ft	\$
	(f)	Reproducing oversized color documents (documents over 11 x 17") per sq. ft	\$
v.		<b>AND DVD DUPLICATION:</b> Prices offered must include the cost of disc and jewel case 1 inserting into jewel case.	e, printing on disc,
	(a)	CD Duplicationper disc	\$
	(b)	DVD Duplicationper disc	\$

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**VI. 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:

Xerographic Copies (Text) – Each page-size leaf.

*Xerographic Copies* (*Cover*) – Two page-size leaves will be allowed for each complete cover.

*Tab Dividers* – Each divider.

Oversized Black Xerographic and Oversized Full Color Documents – Per square foot.

NOTE: Charge for tab divider stock must be charged under line item VI.1.(g)(1).

1. Xerographic Copies:

	Per I	Leaf
	8-1/2 x 11"	
	and 8-1/2 x 14"	11 x 17"
	(1)	(2)
(a) White Offset Book (50-lb.),		
or at contractor's option, White Writing (20-lb.),		
or White Plain Copier, Xerographic (20-lb.)	\$	\$
		Ŧ
(b) White No. 1 Offset Book, Smooth-finish (60-lb.)	\$	\$
	···	Ψ
(c) Colored No. 1 Offset Book, Smooth-finish (60-lb.)	\$	\$
	••• \$\phi	Ψ
(d) Colored Writing (20-lb.)	\$	\$
(d) Colored Witning (2010.)	••Ψ	Ψ
(e) White High Quality Xerographic Copier, Laser Printer (24-lb.).	\$	\$
(c) white fingin Quanty Acrographic Copier, Easer Finiter (24-10.).	···Ψ	Ψ
(f) White and Colored Vellum-finish Cover (65-lb.)	\$	¢
	Ψ	Ψ
(a) White and Colored Index (00 lb)	¢	¢
(g) White and Colored Index (90-lb.)	φ	Φ

2. Oversized Black Xerographic and Oversized Full Color Documents: Prices offered will be on a "per-square foot" basis. Square feet will be computed as the product of the length times the width in inches divided by 144 and rounded off to the nearest tenth.

(a) White Plain Copier, Xerographic (20-lb.)per sq. ft\$	-
(b) White Coated One-side Text (C1S) (100-lb.) per sq. ft\$	_
(c) White Litho (Gloss) Coated Book (70-lb.) per sq. ft\$	_

VII. BINDERS: The prices offered must be all-inclusive for furnishing binders in accordance with these specifications, and shall include the cost of inserting cover (front, back, and/or spine) inserts and/or text only. (a) Binder (1") .......per binder ......\$ (b) Binder (2")......per binder .....\$ (c) Binder (3") ...... per binder .....\$ (d) Binder (4")......per binder.....\$ VIII. ADDITIONAL OPERATIONS: Line items VIII.(a) through (h) are for 8-1/2 x 11" products only. A charge under line item VIII.(w) will not be allowed if the contractor is charging under line item III.(g) or (h), as applicable. (a) Stitching with one (ULC) or two staples...... per copy......\$\_\_\_\_\_ (b) Saddle-stitching in two places......\$ (c) Covering with Clear Acetate Cover Sheets (5 mil), including cost of sheet......\$ (d) Covering with Colored Vinyl Cover Sheets (15 mil), including cost of sheet......\$ (e) Tape Binding...... per copy.....\$\_\_\_\_\_ (f) GBC Binding (including cost of punching and combs) ...... per copy ......\$ (g) Velo-Binding (including cost of punching and plastic strips)...... per copy......\$\_\_\_\_\_ (h) Binding with Acco Fasteners (or equal) (including cost of punching and fastener)......per copy.....\$\_\_\_\_\_ (i) Binding with spring binder clips ...... per clip ......\$\_\_\_\_\_ (j) Folding (one or two folds).......per 100 documents......\$\_\_\_\_\_ (k) Hand folding oversized documents......\$ (1) Drilling ...... per 100 leaves .....\$\_\_\_\_\_ NOTE: When drilling products with separate covers and/or tab dividers, each thickness of cover and/or divider stock will be counted as three leaves. (m) Trimming to a size smaller than 8-1/2 x 11"......per product......\$ (o) Inserting into Manila folders, including labeling folder...... per folder...... per folder........ (p) Inserting into Redwell folders, including labeling folder...... per folder......\$\_\_\_\_\_

(q) Inserting into Plastic sleeves	per sleeve\$
(r) Inserting furnished, pre-printed die-cut tab dividers	per divider\$
(s) Die-cut tab dividers (including the cost of typesetting/labeling tab portion only, duplicating/copying one-side only, and inserting)	per divider\$
(t) Laminating one side only	per sq. ft\$
(u) Laminating both sides	per sq. ft\$
<ul><li>(v) Mounting oversized documents on foam core board (including cost of foam core board)</li></ul>	per sq. ft\$
(w) Bates numbering	per number\$
(x) Media conversion	per Megabyte\$
(y) File naming (non-litigation orders only)	per file\$

**IX. SERVICE CENTER:** Price must include the costs of all operators/account representatives and computer/telephone equipment and toll-free service center line.

Service Center Operating/Maintenance Fee ...... per print order ......\$\_\_\_\_\_

SHIPMENTS: Shipments will be made from: City \_\_\_\_\_\_ State \_\_\_\_\_\_.

The city(ies) indicated above will be used for evaluation of transportation charges when shipment f.o.b. contractor's city is specified. If no shipping point is indicated above, it will be deemed that the bidder has selected the city and state shown below in the address block, and the bid will be evaluated and the contract awarded on that basis. If shipment is not made from evaluation point, the contractor will be responsible for any additional shipping costs incurred.

**DISCOUNTS:** Discounts are offered for payment as follows: \_\_\_\_\_\_ Percent \_\_\_\_\_ Calendar Days. See Article 12 "Discounts" of Solicitations Provisions in GPO Contract Terms (Publication 310.2).

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

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

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

**BIDDER'S NAME AND SIGNATURE:** Unless specific written exception is taken, the bidder, by signing and submitting a bid, agrees with and accepts responsibility for all certifications and representations as required by the solicitation and GPO Contract Terms – Publication 310.2. When responding by fax or mail, fill out and return one copy of all pages in "SECTION 4. – SCHEDULE OF PRICES," including initialing/signing where indicated.

Failure to sign the signature block below may result in the bid being declared non-responsive.

(GPO Contractor's Code)
le)
(Date)
(Telephone Number)
(Fax Number)
USE ONLY
ing Officer: Date:

## **EXHIBIT 1**

## SEC Addresses for Headquarters and Regional Offices

#### The Securities and Exchange Commission has 12 offices across the country:

### 1. SEC Headquarters

100 F Street, NE Washington, DC 20549 (202) 942-8088 contact form: https://tts.sec.gov/oiea/QuestionsAndComments.html see also: Electronic Mailboxes at the Commission >Directions for Hand Deliveries & Pick-ups

### 2. Atlanta Regional Office

Rhea Kemble Dignam, Regional Director 950 East Paces Ferry, N.E. Ste 900 Atlanta, GA 30326-1382 (404) 842-7600 e-mail: <u>atlanta@sec.gov</u> *State jurisdiction:* Georgia, North Carolina, South Carolina, Tennessee, Alabama

### 3. Boston Regional Office

Paul Levenson, Regional Director
33 Arch Street, 23rd Floor
Boston, MA 02110-1424
(617) 573-8900
e-mail: boston@sec.gov
State jurisdiction: Connecticut, Maine, Massachusetts, New Hampshire, Vermont, Rhode Island

### 4. Chicago Regional Office

David A. Glockner, Regional Director 175 W. Jackson Boulevard Suite 900 Chicago, IL 60604 (312) 353-7390 e-mail: <u>chicago@sec.gov</u> *State jurisdiction:* Illinois, Indiana, Iowa, Kentucky, Michigan, Minnesota, Missouri, Ohio, Wisconsin

### 5. Denver Regional Office

Julie K. Luz, Regional Director 1801 California Street, Suite 1500 Denver, CO 80202-2656 (303) 844-1000 e-mail: <u>denver@sec.gov</u> *State jurisdiction:* Colorado, Kansas, Nebraska, New Mexico, North Dakota, South Dakota, Wyoming

#### 6. Fort Worth Regional Office

David Woodcock, Regional Director Burnett Plaza 801 Cherry Street Suite 1900, Unit 18 Fort Worth, TX 76102 (817) 978-3821 e-mail: <u>dfw@sec.gov</u> *State jurisdiction:* Texas, Oklahoma, Arkansas, Kansas (except for the exam program which is administered by the Denver Regional Office)

### 7. Los Angeles Regional Office

Michele Wein Layne, Regional Director 5670 Wilshire Boulevard, 11th Floor Los Angeles, CA 90036-3648 (323) 965-3998 e-mail: <u>losangeles@sec.gov</u> *State jurisdiction:* Arizona, Hawaii, Guam, Nevada, Southern California (zip codes 93599 and below, except for 93200-93299)

### 8. Miami Regional Office

Eric I. Bustillo, Regional Director 801 Brickell Ave., Suite 1800 Miami, FL 33131 (305) 982-6300 e-mail: <u>miami@sec.gov</u> *State jurisdiction:* Florida, Mississippi, Louisiana, U.S. Virgin Islands, Puerto Rico

### 9. New York Regional Office

Andrew Calamari, Regional Director Brookfield Place 200 Vesey Street, Suite 400 New York, NY 10281-1022 (212) 336-1100 e-mail: <u>newyork@sec.gov</u> *State jurisdiction:* New York, New Jersey

### 10. Philadelphia Regional Office

Sharon Binger, Regional Director The Mellon Independence Center 701 Market Street Philadelphia, PA 19106-1532 (215) 597-3100 e-mail: <u>philadelphia@sec.gov</u> *State jurisdiction:* Delaware, Maryland, Pennsylvania, Virginia, West Virginia, District of Columbia

### 11. Salt Lake Regional Office

Karen Martinez, Regional Director 15 W. South Temple Street Suite 1800 Salt Lake City, UT 84101 (801) 524-5796 e-mail: <u>saltlake@sec.gov</u> *State jurisdiction:* Utah

### 12. San Francisco Regional Office

Jina Choi, Regional Director 44 Montgomery Street, Suite 2800 San Francisco, CA 94104 (415) 705-2500 e-mail: <u>sanfrancisco@sec.gov</u> *State jurisdiction:* Washington, Oregon, Alaska, Montana, Idaho, Northern California (zip codes 93600 and up plus 93200-93299)

NOTE: A number of offices within the SEC can also be contacted via electronic mail.