

<b>PROGRAM: 376-S</b>										
<b>TITLE: Litigation and Non-Litigation Support Services, and Document Conversion</b>										
<b>AGENCY: Security and Exchange Commission (SEC) - Los Angeles Regional Office</b>										
<b>TERM: From May 1, 2025 through April 30, 2026</b>										
<b>FEDERON PROCUREMENT SOLUTIONS      OMNI-INVICTUS DBA: ARRAY      OMNI PRO INC.      CURRENT CONTRACTOR</b>										
Alexandria, VA      Los Angeles, CA      Ontario, CA      RICOH USA										
<b>BASIS OF AWARD</b>										
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>AWARD</b>	<b>UNIT RATE</b>	<b>COST</b>	<b>UNIT RATE</b>	<b>COST</b>	<b>UNIT RATE</b>	<b>COST</b>	<b>UNIT RATE</b>	<b>COST</b>
<b>I. SCANNING AND CONVERSION</b>										
(a)	Scanning in black and white only (up to 8-1/2 x 14").....per scan...	1,113	0.09	100.17	0.14	155.82	0.03	33.39		
(b)	Hand placement scanning in black and white only (up to 8-1/2 x 14").....per scan...	12,180	0.18	2,192.40	0.20	2,436.00	0.10	1,218.00	<i>Due to changes in specifications previous prices will not be shown.</i>	
(c)	Scanning in color (up to 8-1/2 x 14").....per scan...	698	0.65	453.70	0.65	453.70	0.07	48.86		
(d)	Hand placement scanning in color (up to 8-1/2 x 14").....per scan...	100	1.20	120.00	0.65	65.00	0.10	10.00		
(e)	Naming PDF or TIFF file.....per file...	646	0.45	290.52	0.15	96.84	0.10	64.56		
(f)	Repacking into new container.....per container...	11	8.00	88.00	5.00	55.00	3.00	33.00		
<b>II. BLOWBACKS</b>										
(a)	Outputting in black only (8-1/2 x 11").....per page...	362,589	0.10	36,258.90	0.09	32,633.01	0.05	18,129.45		
(b)	Outputting in color (8-1/2 x 11").....per page...	49,151	0.90	44,235.90	0.55	27,033.05	0.08	3,932.08		
(c)	Outputting in black only (8-1/2 x 14").....per page...	1,000	0.10	100.00	0.09	90.00	0.06	60.00		
(d)	Outputting in color (8-1/2 x 14").....per page...	8	0.90	7.20	0.55	4.40	0.09	0.72		
(e)	Outputting in black only (11 x 17").....per page...	10	0.26	2.60	0.25	2.50	0.07	0.70		
(f)	Outputting in color (11 x 17").....per page...	13	1.50	19.50	0.75	9.75	0.10	1.30		
(g)	Outputting oversized documents in black only.....per sq.ft...	6	0.95	5.70	1.75	10.50	0.75	4.50		
(h)	Outputting oversized documents in color									
	100-lb. C1S Cover (18 x 24" up to and including 48 x 48").....per sq.ft.	9	4.50	40.50	4.00	36.00	3.00	27.00		
(i)	Outputting oversized documents in color									
	70-lb. C1S Cover (18 x 24" up to and including 48 x 48").....per sq.ft.	9	7.50	67.50	4.00	36.00	3.50	31.50		
<b>III. SAVING TO MEDIA</b>										
(a)	Saving to CD (including disc, labeling and packing).....per disc...	1	12.50	12.50	10.00	10.00	5.00	5.00		
(b)	Saving to DVD (including disc, labeling and packing).....per disc...	10	18.00	180.00	15.00	150.00	5.00	50.00		
(c)	Saving to Government-furnished external hard drive or thumb drive (including labeling and packing).....per drive...	1	12.50	12.50	20.00	20.00	6.00	6.00		
<b>IV. BINDERS: The prices offered must be all-inclusive for furnishing binders in accordance with these specification, and shall include the cost of producing and inseting covers (front, back, and/or spine)</b>										
(a)	Binder (1").....per binder...	45	9.50	427.50	8.25	371.25	5.00	225.00		
(b)	Binder (2").....per binder...	81	11.00	891.00	13.50	1,093.50	6.00	486.00		
(c)	Binder (3").....per binder...	127	14.00	1,778.00	17.50	2,222.50	7.50	952.50		
(d)	Binder (4").....per binder...	160	15.00	2,400.00	19.50	3,120.00	10.50	1,680.00		

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					<b>FEDERON PROCUREMENT SOLUTIONS</b>		<b>OMNI-INVICTUS DBA: ARRAY</b>		<b>OMNI PRO INC.</b>	
					Alexandria, VA		Los Angeles, CA		Ontario, CA	
									<b>CURRENT CONTRACTOR</b>	
									RICOH USA	
<b>BASIS OF AWARD</b>										
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>AWARD</b>	<b>UNIT RATE</b>	<b>COST</b>	<b>UNIT RATE</b>	<b>COST</b>	<b>UNIT RATE</b>	<b>COST</b>	<b>UNIT RATE</b>	<b>COST</b>
<b>V.</b>	<b>ADDITIONAL OPERATIONS: Line items V. (b) through (i) are for 8-1/2 x 11" products only.</b>									
	<b>Prices offered for line items V. (q) through (s) 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.</b>									
(a)	Bates numbering.....per page...	15,972	0.10	1,597.20	0.01	159.72	0.03	479.16		
(b)	Stitching with one (ULC) or two staples.....per copy...	500	0.20	100.00	0.05	25.00	0.02	10.00		
(c)	Saddle-stitching in two places.....per copy...	5	0.25	1.25	0.12	0.60	0.35	1.75		
(d)	Tape Binding.....per copy...	5	8.50	42.50	6.00	30.00	2.00	10.00		
(e)	Coil Binding (including cost of punching and coil).....per copy...	10	9.50	95.00	3.00	30.00	2.00	20.00		
(f)	Velo-Binding (including cost of punching and plastic strips).....per copy...	2	9.50	19.00	2.50	5.00	1.00	2.00		
(g)	Binding with Acco Fasteners (or equal) (including cost of punching and fastener).....per copy...	10	6.50	65.00	2.50	25.00	1.50	15.00		
(h)	Covering with clear Acetate Cover Sheets (5 mil).....per sheet...	15	2.50	37.50	1.00	15.00	1.00	15.00		
(i)	Covering with colored Vinyl Cover Sheets (15 mil).....per sheet...	15	7.50	112.50	1.00	15.00	1.00	15.00		
(j)	Binding with spring binder clips.....per clip...	4	0.50	2.00	1.00	4.00	1.00	4.00		
(k)	Drilling.....per 100 leaves...	9,681	2.50	24,202.50	N/C	-	0.15	1,452.15		
(l)	Trimming to a size smaller than 8-1/2 x 11".....per product...	5	1.25	6.25	2.00	10.00	1.50	7.50		
(m)	Slip sheeting.....per sheet...	100	0.50	50.00	0.02	2.00	N/C	-		
(n)	Manila folders, including inserting and labeling folder.....per folder...	809	0.75	606.75	1.50	1,213.50	1.00	809.00		
(o)	Redwell folders, including inserting and labeling folder.....per folder...	4	2.00	8.00	2.50	10.00	1.50	6.00		
(p)	Die-cut tab dividers (including the cost of typesetting) one-side only, and inserting.....per tab divider...	16,610	0.65	10,796.50	0.40	6,644.00	0.50	8,305.00		
(q)	Laminating one side only.....per sq.ft...	9	4.50	40.50	2.00	18.00	1.00	9.00		
(r)	Laminating both sides.....per sq.ft...	9	8.50	76.50	2.00	18.00	2.00	18.00		
(s)	Foam core board, including mounting for oversized documents.....per sq.ft...	9	11.00	99.00	6.00	54.00	1.50	13.50		
(t)	Rolling, rubber band, and packing oversize documents.....per container...	6	3.50	21.00	15.00	90.00	10.00	60.00		
(u)	Packing flat oversized documents.....per container...	2	4.50	9.00	15.00	30.00	7.00	14.00		
<b>CONTRACTOR TOTALS</b>						<b>\$ 78,503.64</b>		<b>\$ 38,265.62</b>		
<b>DISCOUNT</b>				<b>0%</b>		<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>		
<b>DISCOUNTED TOTALS</b>						<b>\$ 78,503.64</b>		<b>\$ 38,265.62</b>		
<b>AWARDED</b>										

U.S. GOVERNMENT PUBLISHING OFFICE

Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

***Litigation and Non-Litigation Support Services, and Document Conversion***

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

Security and Exchange Commission (SEC)  
Los Angeles Regional Office

Single Award

**TERM OF CONTRACT:** The term of this contract is for the period beginning May 1, 2025 and ending April 30, 2026, plus up to four (4) optional 12-month extension periods that may be added by the "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in SECTION 1 of this contract.

**BID OPENING:** Bids shall be opened virtually at 11:00 a.m., Eastern Time (ET), on April 2, 2025, at the U.S. Government Publishing Office. All parties interested in attending the bid opening shall email [bids@gpo.gov](mailto:bids@gpo.gov) one (1) hour prior to the bid opening date and time to request a Microsoft Teams live stream link. This must be a separate email from the bid submission. The link will be emailed prior to the bid opening.

**BID SUBMISSION:** Bidders must email bids to [bids@gpo.gov](mailto:bids@gpo.gov) for this solicitation. No other method of bid submission will be accepted at this time. The Program Number and bid opening date must be specified in the subject line of the emailed bid submission. Bids received after the bid opening date and time specified above will not be considered for award.

**PRODUCTION AREA:** It is assumed that all production facilities used in the manufacture of the product(s) ordered under this contract will be located within a 75-mile radius of zero milestone of Los Angeles, CA 90071.

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 *extensively* revised. All bidders are cautioned to familiarize themselves with all provisions of these specifications before bidding.

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

For information of a technical nature, contact Cecilia Dominguez Castro on (202) 512-0418 or at [cdominguezcastro@gpo.gov](mailto:cdominguezcastro@gpo.gov).

## SECTION 1. - GENERAL TERMS AND CONDITIONS

**GPO CONTRACT TERMS:** Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 01-18)) and GPO Contract Terms, Quality Assurance through Attributes Program for Printing and Binding (GPO Pub. 310.1, effective May 1979 (Rev. 09-19)).

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

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

**GPO IMPRINT REQUIREMENTS:** The GPO imprint requirement, GPO Contract Terms, Supplemental Specification, No. 9 is waived.

**SUBCONTRACTING:** The predominant production functions are litigation and non-litigation support services and disposal of waste materials, as specified herein. Any contractor who cannot perform the predominant production functions will be declared non-responsible.

Subcontracting is allowed only for reproducing and mounting oversized documents on foam core board and laminating when the document does not contain PII.

The contractor is responsible for enforcing all contract requirements outsourced to a subcontractor that meets the requirements of this contract.

### 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:

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	Average Type Dimension

### SCANNING AND DOCUMENT CONVERSION REQUIREMENTS:

**FADGI Levels for Scanning:** All scanning must be in accordance with the Federal Agencies Digitization Guidelines Initiative (FADGI): FADGI May 2023 Technical Guidelines for Digitizing Cultural Heritage Materials.

Based on the product being scanned, refer to Chapter 3: Evaluation Criteria Values for Specific Material Types for the most applicable category.

Three Star (300 ppi, 8 or 16 bit).

**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.

Contractor shall capture a digital image of the DICE Device Level Target for each scanner being used at the start of each day's production and provide the file(s) to the SEC representative. Additionally, if any changes are made to the scanner(s) (e.g., maintenance, calibration, and/or repair), the contractor shall capture digital images of the targets prior to scanning and provide them to the SEC representative. In the event of an issue identified by the ordering agency, the ordering agency will provide the files to the GPO for evaluation.

**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 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(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 a 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 May 1, 2025 to April 30, 2026, 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 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 January 31, 2025, 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.

**DATA RIGHTS:** All data and materials furnished and produced in the performance of this contract shall be the sole property of the Government. The contractor agrees not to assert rights or to establish any claim to such data in whole or in part in any manner or form or to authorize others to do so without prior written consent of the Contracting Officer.

Information contained in all source documents and other media provided by the Government is the sole property of the Government.

**DISPOSAL OF WASTE MATERIALS:** Subcontracting for the disposal of waste materials will not be allowed. The contractor is required to demonstrate how all waste materials used in the production of sensitive records containing PII information will be definitively destroyed, i.e., burning, pulping, shredding, macerating, or other suitable similar means appropriate for the type of classification. Electronic records must be definitively destroyed in a manner that prevents reconstruction. *Definitively* destroying the records means the material cannot be reassembled and used in an inappropriate manner in violation of law and regulations.

The contractor, at a minimum, must crosscut shred all documents into squares not to exceed 1/4 inch. All documents to be destroyed cannot leave the security of the building and must be destroyed at contractor's printing site. The contractor must specify the method planned to dispose of the material.

**SECURITY CONTROLS:** To ensure the contractor's facility can provide the necessary controls to safeguard security materials, a tour of the facility may be conducted by the agency security personnel. The review of the contractor's facility will include, but is not limited to, the following:

- Physical security controls
- Protection of data recorded on hard copy media
- Identification and authentication controls
- System accountability controls
- Systems access controls
- Protection of residual data
- Backup procedures
- Fire detection and annunciation
- Personnel security

The contractor will be required to make reasonable changes to their facility and/or procedures to properly safeguard security material. If requirements are not met, the products will be procured from other sources.

**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.

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/theft/disclosure 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 the SEC Non-Disclosure Statement (to be provided after award). Any new employee added after award must also sign the Non-Disclosure Statement prior to performing on this contract. The signed Statements must be forwarded to [printisj@sec.gov](mailto:printisj@sec.gov).

**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. (See "DISPOSAL OF WASTE MATERIALS.")

**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 CONTROL PLANS:** The contractor shall present, in writing, to the Contracting Officer within one (1) workday 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 THE SAME. THE GOVERNMENT RESERVES THE RIGHT TO WAIVE ANY OR ALL OF THESE PLANS.

*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.

The contractor shall operate and maintain an effective security system whereby materials used to perform the contract are manufactured and/or stored (e.g., while waiting to be processed, delivered, or disposed of) as to ensure against theft and/or the unauthorized possession of the materials. Contractor is cautioned that Government-provided information/materials shall not be used for non-government business. Specifically, Government information shall not be used for the benefit of a third party.

The contractor must provide a secure area(s) dedicated to the processing and storage of materials. Secure work areas must be under camera surveillance, with access limited to only those employees involved in the production of this contract. Signs must be posted so that only assigned employees may enter. It is prohibited for cameras and cell phones to be in the work areas of the production.

At least one (1) supervisory employee must be permanently assigned to the secured areas to visually observe, at all times, the production of work and the destruction of any materials.

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

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.
- How all furnished data will be stored and protected.
- List of subcontractor(s) and their specific function(s).
- How the disposal of waste materials will be handled. (See "DISPOSAL OF WASTE MATERIALS.")
- List of contractor's employees involved and their specific function.
- How all applicable Government-mandated security/privacy/rules and regulations, as cited in this contract, shall be adhered to by the contractor.

Part of the Security Control Plan shall include a floor plan detailing the area(s) to be used, showing existing walls, equipment to be used, and the processing and storage locations.

**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 444 S Flower Street, Suite 900, Los Angeles, CA 90071, immediately after award and prior to placement of orders. At Government's option, the preaward conference may be held via teleconference.

The person(s) that the contractor deems necessary for the successful implementation of the contract must be in attendance.



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

**ORDERING:** Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from May 1, 2025 through April 30, 2026 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 a 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 the period specified herein. Delivery of items or performance of work shall be made only as authorized by orders issued under 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 above 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 because 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 delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for 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 under 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, 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.

**ADDITIONAL EMAILED BID SUBMISSION PROVISIONS:** The Government will not be responsible for any failure attributable to the transmission or receipt of the emailed bid, including, but not limited to, the following.

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

**PAYMENT:** Contractor's billing invoices must be approved before submitting to GPO for payment. Within three (3) workdays of completion of a print order, the contractor shall submit a PDF file of the itemized invoice to [printisj@sec.gov](mailto:printisj@sec.gov) for verification, approval, and signature.

After agency verification and approval, the contractor must submit the approved, signed billing invoice to the U.S. Government Publishing Office. Additionally, the contractor must email the approved, signed billing invoice to [cdominguezcastro@gpo.gov](mailto:cdominguezcastro@gpo.gov) and [apsdc@gpo.gov](mailto:apsdc@gpo.gov).

Submit invoices for payment via the GPO fax gateway (if no samples are required) utilizing the GPO barcode coversheet program application is the most efficient method of receiving payment. Instruction for using this method can be found at the following web address: <http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html>.

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

For more information about the billing process refer to the General Information of the Office of Finance web page located at: <https://www.gpo.gov/how-to-work-with-us/vendors/how-to-get-paid>.

All contractor billing invoices must be itemized in accordance with the line items in the "SCHEDULE OF PRICES."

## SECTION 2. – SPECIFICATIONS

**SCOPE:** These specifications cover the fast turnaround of litigation and non-litigation documents requiring such operations as scanning and conversion, electronic file handling, blowbacks, oversized documents, bates numbering, binding, construction, saving to electronic media, packing, and distribution.

**TITLE:** Litigation and Non-Litigation Support Services, and Document Conversion.

**NOTICE TO CONTRACTORS:** The majority of the documents provided 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 the Contracting Officer is prohibited. All copies must be accounted for, and waste sheets destroyed beyond recognition or reconstruction.

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 that 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 up to approximately 120 orders per year. Approximately 30% of the orders will be from other than the SEC LA office. (See EXHIBIT 1.)

**QUANTITY:** Up to approximately 1 to 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.)

### **TRIM SIZES:**

Blowbacks: 8-1/2 x 11"; 8-1/2 x 14"; 11 x 17".

Oversized Documents: 18 x 24" up to and including 48 x 48".

Tab Dividers: 8-1/2 x 11" with 1/2" or 1" side or bottom tab, as ordered.

NOTE: On an occasional order, the contractor may be required to trim to a size smaller than 8-1/2 x 11".

### **GOVERNMENT TO FURNISH:**

Furnished copy and occasionally glossy photo prints will be furnished. NOTE: Documents may be furnished loose or in various bound styles. (See "DOCUMENT SCANNING AND CONVERSION.")

Banker-type boxes containing loose files to be scanned. Each box will consist of approximately 1,600 files, each consisting of approximately 1 or 2 leaves.

Electronic files will be transferred via email and/or Government-hosted SFTP (Accellion) or may be furnished on a CR-R, DVD, thumb drive, and/or external drive.

For orders that require complex assembly, a sample copy of a binder with inserted materials will be furnished to be used as a guide for assembly only.

Blank external hard drive or thumb drive when required for saving documents.

Identification markings such as register marks, commercial identification marks of any kind, etc., carried in the furnished electronic files, must not print on the 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 download files electronically from a Government-hosted SFTP server. Appropriate log-on instructions and protocol will be provided by the Government at time of award.

**Estimates:** 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 the production of the order. Contractor to send the estimate to the ordering agency contact as specified on the print order.

**LIABILITY OF GOVERNMENT-OWNED PROPERTY:** The contractor will be responsible for Government property, whether in the performance of the contract or in transit during pickup and/or return of such furnished property to the Government in accordance with GPO Contract Terms, Contract Clause, No. 9.

**DOCUMENT SCANNING AND CONVERSION:** The furnished documents will be letter and legal size. On occasion, a document smaller than 8-1/2 x 11" will be furnished and require scanning on an 8-1/2 x 11" size sheet.

Contractor shall scan black-only or color documents as furnished (i.e., documents with black-only printing must be scanned as black-only, and documents with color printing must be scanned as color).

Minimum Three Star (300 dpi, 8 or 16 bit) will be required. The contractor will be required to scan and convert documents as PDF or TIFF files and save them to the specified media (CD, DVD, thumb drive, or external hard drive, as specified on the print order). A thumb drive or external hard drive will be provided by the ordering agency when required.

When requested, the contractor must name the file using the naming structure as specified under "File Naming."

Contractor to return scanned documents as a multiple-page PDF file or single-page TIFF file, as specified.

Contractor shall save the final files to a CD, DVD, external hard drive, or thumb drive, as specified. (See "SAVING TO MEDIA.")

**Document Preparation –**

Contractor is cautioned that this is a labor-intensive contract as copies will be furnished in a variety of binding styles.

The contractor shall provide document preparation services, including but not limited to, pre- and post-document handling services and document reconstruction services.

Contractor must exercise reasonable care to preserve the integrity of the material. Where materials are stapled or otherwise fastened or bound, care must be taken to ensure that part of the document is not obliterated or that the authenticity of the document becomes questionable.

The contractor will be required to inspect all documents to determine their suitability for scanning. If not suitable for scanning, the contractor must inform the ordering agency within one (1) workday of receipt of materials.

Documents for scanning will consist of loose-leaf and a variety of binding styles, including but not limited to, stapled sets, paper/binder clipped sets, 3-ring binders with inserted pages and tab dividers, manila folders, redweld folders, and affixed notes.

Contractor may remove binding before processing for scanning.

After scanning, the contractor is required to re-assemble furnished documents in the same order and manner as received.

**Light Intervention:** Approximately 40% of the total furnished source materials shall require slight deconstruction before being inserted into the automatic document scanner. (For example, all standard-size documents that are rolled, stapled, or paper clipped.)

**Medium Intervention:** Approximately 50% of the total furnished source materials shall require moderate deconstruction before being inserted into the automatic document scanner and consist of light intervention. (For example, documents of various standard sizes may include folders, binders, bound documents, tabs, and/or tab dividers; sticky notes are to be removed and replaced.)

**Glass Work:** Approximately 10% of the total furnished source materials that consist of originals that can only be scanned manually on the scanner glass and may include, but are not limited to, receipts, half-pages, envelopes, onion skin, or thermal facsimile paper, odd-sized originals, checks, permanently bound books, computer forms that cannot automatically feed, and extremely poor quality originals that require extensive handling and analysis on a page-by-page basis.

#### **File Naming** –

**Litigation Orders:** After saving the files, the contractor will provide customized file naming as indicated on the print order.

**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

**ELECTRONIC FILE HANDLING:** Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to ensure the correct output of the required blowbacks. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported to the ordering agency listed on the print order.

**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. 13” dated September 2019.

Government Paper Specification Standards No. 13 – [https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/vol\\_13.pdf](https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/vol_13.pdf).

All text paper used in each order must be of a uniform shade. All cover paper must have the grain parallel to the spine.

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

#### **Outputting in Black Only (Text):**

White Uncoated Text, 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.

***Outputting in Color (Text):***

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

***Slip Sheets:***

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

***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.

***Outputting Oversized Documents in Black Only:***

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

***Outputting Oversized Documents in Color:***

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 Gloss-Coated Text, basis weight: 70 lbs. per 500 sheets, 25 x 38", equal to JCP Code A180.

***Die-Cut Tab Dividers:***

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

**DIE-CUT 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 the furnished sample binder when provided.

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 a number of tabs higher than 1,000. Typical orders will be for approximately 2 to 20 tab dividers per set.

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

**BLOWBACK:** Contractor must be able to output (in black or full color) from electronic media, as specified on the print order.

NOTE: For the purpose of this contract, all furnished hard copy documents scanned and saved to electronic media and then output will be considered blowbacks.

Blowbacks will be for face only or face and back.

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

**BATES NUMBERING:** Bates numbering may be required for both hard copy and/or electronic copy in black ink in sequence.

When ordered, contractor will be required to number documents using a Bates Numbering machine or through electronic means. No missing numbers or number skips are allowed unless otherwise specified.

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

Gather and collate in sequence as specified.

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

**Side-Stitching:** Side-wire stitch with one (upper left corner (ULC)) or two stitches, as specified.

**Saddle-Stitching:** Saddle-wire stitch in two places and trim three sides. Each product must contain complete 4-page signatures after trimming. Single leaves connected with a lip (i.e., binding stub) to the left or right side of stitches will not be allowed.

**Covering with Clear Acetate and/or Vinyl Sheets:** Occasionally, the contractor will be required to place a sheet of Clear Acetate (5 mil) or Colored Vinyl (15 mil) in the front and back of the document. Contractor will be required to bind with covers as specified on the print order.

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

**Coil Binding:** Gather and collate text and covers, hole-punch, and bind on the 11" side with white or black plastic coil of suitable capacity, as specified.

**Velo-Binding:** Gather and collate text and covers, hole-punch, and bind with white or colored Velo-style plastic strips, as specified.

**Acco-fasteners:** Gather and collate text and covers, hole-punch, and bind with Acco-fasteners (or equal) of suitable capacity.

**Binder Clip:** Gather and collate pages and secure them with spring binder clips.

**Roll:** Roll oversized documents and band with rubber bands.

**Drilling:** Drill three round holes, 1/4" or 5/16" in diameter, as specified. Drilling will only be required for materials inserted into the 3-ring binder.

**Slip Sheet:** Insert a blank-colored sheet between documents to separate sets.

**Inserting:** Insert into a manila folder, redweld folder, or binder, as specified. When required, contractor must label manila and redweld folders, as specified.

Insert text and/or tab dividers into binders. Insert covers (front, back, and 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.

**Lamination:** A single thickness of 5 mil clear plastic, or equal, the material shall be securely bonded to one side or to both sides of the sheet as ordered (up to and including 24 x 36"). After laminating, trim four sides. Products laminated 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 the color of the paper and image. The contractor must guarantee that the coating will be waterproof, will 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 (up to and including 48 x 48"). After mounting, trim flush all four sides to the size specified.

**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 binder boards, 0.10" thick, +/-0.025", forming securely sealed edges all around the binder and on each side of the backbone, as hinges. Binder 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 (3) "O" or "D" shaped rings, as specified. Rings will be spaced 4-1/4" center to center. The element must be equipped with opening and closing levers at each end. The metal elements must be machine-finished, with 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 loose-leaf 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.

**SAVING TO ELECTRONIC MEDIA:** When requested, the contractor must save the files as a PDF file. The PDF file must consist of all the furnished files in the order specified and shall be returned on an ISO 9660 CD-R, DVD-R, thumb drive, or external hard drive, as specified. The storage media must be clearly labeled as specified below.

If saving to CD or DVD, contractor to clearly label, as specified on the print order.

At contractor's option, contractor may print the title directly onto the surface of the CD/DVD or print and apply an adhesive label, using a suitable size label for legibility. All inks and adhesives (if applicable) used shall not damage the lacquer layer or negatively impact usability.

When saving to thumb drives or hard drives, contractor is to label the padded envelope (see "PACKING" below), as specified on the print order.

Pack as specified under "PACKING."

**PACKING:**

When ordered, insert each CD/DVD into a standard, clear jewel case (one disc per case). The disc must fit securely in the disc tray. Pack suitably into a padded envelope to prevent damage during delivery/shipping.

When a thumb drive or hard drive is ordered, insert it into a padded envelope to prevent damage during delivery/shipping.

Pack blowbacks into an appropriately sized padded envelope or shipping container not to exceed 45 pounds when fully packed.

When oversized documents are ordered, they should be packed flat, or rolled and rubber banded as indicated on the print order. Pack suitably in shipping containers not to exceed 45 pounds when fully packed.

NOTE: WHEN HARD COPY MATERIALS ARE FURNISHED FOR DOCUMENT SCANNING AND CONVERSION, CONTRACTOR MUST RE-PACK ORIGINALS IN ORIGINAL SHIPPING CONTAINERS. DO NOT REPLACE CONTAINERS WITHOUT PERMISSION FROM THE ORDERING AGENCY. If the original containers were weakened or damaged to the extent that the contractor cannot assure that the original materials will not be damaged during return delivery/shipping, contractor is to notify the agency to obtain approval to pack the original materials in a new, appropriately sized container, in the original order received.

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/shipping.

**LABELING AND MARKING:** Contractor to download the "Labeling and Marking Specifications" form (GPO Form 905, Rev. 7-15) from [www.gpo.gov](http://www.gpo.gov), fill in appropriate blanks, and attach to the padded envelope(s) or container(s). Label must clearly show the GPO program number, jacket number, and print order number.

For deliveries, contractor will be required to label padded envelopes and shipping containers to include case title, case number, and any other identifying feature as instructed by the ordering agency.

For shipping, contractor must include a separate sheet inside the package to include case title, case number, and any other identifying future are instructed by the ordering agency.

When hard copy materials are furnished for document scanning and conversion, contractor must maintain markings on the original containers as furnished. Contractor must not label/mark original containers in any way. When repacking into new containers, the contractor must transfer all labels/markings to that container.

**DISTRIBUTION:** Deliver f.o.b. destination to SEC, 444 S Flower Street, Suite 900, Los Angeles, CA 90071. Inside deliveries will be required.

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

An occasional order may be issued by an SEC Office other than Los Angeles, CA Office specified above. An occasional order may require the contractor 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 location other than the address specified above (address to be specified on the print order). NOTE: The ordering agency's shipping account number will be provided after award.

Upon completion of each order, the 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, Jacket Number XXX-XXX." The notice must provide all applicable tracking numbers, delivery/shipping method, and title of the product. Contractor must be able to provide copies of all delivery/shipping receipts upon agency request.

Upon completion of each order, when applicable, all furnished materials 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. (see "PACKING"). The contractor must be able to produce a separate signed receipt for these materials at any time during the term of the contract.

All expenses incidental to picking up and returning materials (as applicable) 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).

Contractor must be available to pick up, produce, and deliver work from 7:00 a.m. to 7:00 p.m., Monday through Friday, with occasional delivery on weekends or Federal holidays.

When applicable, print order and furnished materials must be picked up from and returned to 444 S Flower Street, Suite 900, Los Angeles, CA 90071.

For orders placed by other SEC locations, the ordering agency will ship the materials to the contractor.

Print orders and furnished materials will be furnished via email or SFTP.

No definite schedule for pickup of materials/placement of orders can be predetermined.

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

- Approximately 5% of the orders issued must be completed and delivered at the destination within 4 to 8 hours (as specified) of receipt of estimate approval (via email).
- Approximately 50% of the orders issued must be completed and delivered at the destination within 24 hours of receipt of estimate approval (via email).
- Approximately 45% of the orders issued will require a schedule longer than 24 hours, which will be mutually agreeable between the ordering agency and the contractor based on the size and complexity of the job.
- Orders issued by an SEC Office other than the Los Angeles, CA Office will require a schedule longer than 24 hours, which will be mutually agreeable between the ordering agency and the contractor based on the job's size, complexity, and transit time.

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

Unscheduled material, such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

For compliance reporting purposes, the contractor is to notify the U.S. Government Publishing Offices of the date of shipment or delivery. Upon completion of each order, contractor must contact the Shared Support Services Compliance Section via email at [compliance@gpo.gov](mailto:compliance@gpo.gov) or via telephone at (202) 512-0520. Personnel receiving the emails or calls will be unable to respond to questions of a technical nature or to transfer any inquiries.

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

- Date of service.
- SEC location that placed the order.
- Print order number.
- Title of the order.
- Items requested and quantity.
- Total dollar amount of each order.

Reports are to be emailed either as a PDF or an Excel file to [printisj@sec.gov](mailto:printisj@sec.gov) and [cdominguezcastro@gpo.gov](mailto:cdominguezcastro@gpo.gov).

### 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. (a) 1,113  
(b) 12,180  
(c) 698  
(d) 100  
(e) 646  
(f) 11
  
- II. (a) 362,589  
(b) 49,151  
(c) 1,000  
(d) 8  
(e) 10  
(f) 13  
(g) 6  
(h) 9  
(i) 9
  
- III. (a) 1  
(b) 10  
(c) 1
  
- IV. (a) 45  
(b) 81  
(c) 127  
(d) 160
  
- V. (a) 15,972  
(b) 500  
(c) 5  
(d) 5  
(e) 10  
(f) 2  
(g) 10  
(h) 15  
(i) 15  
(j) 4  
(k) 9,681  
(l) 5  
(m) 100  
(n) 809  
(o) 4  
(p) 16,610

(q)	9
(r)	9
(s)	9
(t)	6
(u)	2

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**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.

Where applicable, fractional parts of 100 will be prorated at the per-100 rate.

Unless otherwise specified, no more than three (3) blank pages shall be permitted at the end of the text for saddle-stitched products, and no more than one (1) blank page shall be permitted at the end of the text for all other products

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

**I. DOCUMENT SCANNING AND CONVERSION:** The prices offered shall include document preparation, scanning, reassembly, repacking in original containers, and creating PDF or TIFF files, as ordered.

NOTE: The cost to save to the specified media is to be charged under Item III. "SAVING TO MEDIA," as applicable.

- (a) Scanning in black only (up to 8-1/2 x 14") .....per scanned page.....\$ \_\_\_\_\_
- (b) Hand placement scanning in black only (up to 8-1/2 x 14") .....per scanned page.....\$ \_\_\_\_\_
- (c) Scanning in color (up to 8-1/2 x 14") .....per scanned page.....\$ \_\_\_\_\_
- (d) Hand placement scanning in color (up to 8-1/2 x 14").....per scanned page.....\$ \_\_\_\_\_
- (e) Naming PDF or TIFF file (litigation and non-litigation files).....per file.....\$ \_\_\_\_\_
- (f) Repacking in new container ..... per container.....\$ \_\_\_\_\_

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

**II. BLOWBACKS:** Prices offered shall include all required materials and operations necessary to output documents (including paper) from furnished files via email or SFTP.

Prices offered for line items II. (g) through (i) 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) Outputting in black only (8-1/2 x 11”) ..... per printed page.....\$ \_\_\_\_\_
- (b) Outputting in color (8-1/2 x 11”)..... per printed page.....\$ \_\_\_\_\_
- (c) Outputting in black only (8-1/2 x 14”) ..... per printed page.....\$ \_\_\_\_\_
- (d) Outputting in color (8-1/2 x 14”)..... per printed page.....\$ \_\_\_\_\_
- (e) Outputting in black only (11 x 17”) ..... per printed page.....\$ \_\_\_\_\_
- (f) Outputting in color (11 x 17”)..... per printed page.....\$ \_\_\_\_\_
- (g) Outputting oversized documents in black only ..... per sq. ft.....\$ \_\_\_\_\_
- (h) Outputting oversized documents in color  
(White Coated One-Side Text (C1S) (100-lb.)  
(18 x 24” up to and including 48 x 48”)..... per sq. ft.....\$ \_\_\_\_\_
- (i) Outputting oversized documents in color  
(White Gloss-Coated Text (70-lb.)  
(18 x 24” up to and including 48 x 48”)..... per sq. ft.....\$ \_\_\_\_\_

**III. SAVING TO MEDIA:** Prices offered must be all-inclusive of all operations necessary to save PDF or TIFF files to the media specified.

- (a) Saving to CD (including the cost of disc, labeling, and packing).....per disc.....\$ \_\_\_\_\_
- (b) Saving to DVD (including the cost of disc, labeling, and packing).....per disc.....\$ \_\_\_\_\_
- (c) Saving to Government-furnished external hard drive or  
thumb drive (including labeling and packing) ..... per drive.....\$ \_\_\_\_\_

**IV. BINDERS:** The prices offered must include furnishing binders in accordance with these specifications and shall include the cost of producing covers in color, inserting covers (into binder vinyl pockets (front, back, spine)), and paper (White and Colored Vellum-Finish Cover (65-lb.)).

- (a) Binder (1”)..... per binder.....\$ \_\_\_\_\_
- (b) Binder (2”)..... per binder.....\$ \_\_\_\_\_
- (c) Binder (3”)..... per binder.....\$ \_\_\_\_\_
- (d) Binder (4”)..... per binder.....\$ \_\_\_\_\_

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



**V. ADDITIONAL OPERATIONS:** The prices offered must include the cost of all required materials and operations necessary to bind the final product.

Line items V. (b) through (i) are for 8-1/2 x 11” finished-size products only.

Prices offered for line items V. (q) through (s) 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) Bates Numbering..... per page.....\$ \_\_\_\_\_
  - (b) Side-stitching with one (ULC) or two staples ..... per copy.....\$ \_\_\_\_\_
  - (c) Saddle-stitching in two places ..... per copy.....\$ \_\_\_\_\_
  - (d) Tape Binding ..... per copy.....\$ \_\_\_\_\_
  - (e) Coil Binding (including the cost of punching and coils)..... per copy.....\$ \_\_\_\_\_
  - (f) Velo-Binding (including the cost of punching and plastic strips) ..... per copy.....\$ \_\_\_\_\_
  - (g) Binding with Acco-Fasteners (or equal)  
(including the cost of punching and fasteners) ..... per copy.....\$ \_\_\_\_\_
  - (h) Covering with Clear Acetate Cover Sheet (5 mil),  
(including cost of sheet) ..... per sheet.....\$ \_\_\_\_\_
  - (i) Covering with Colored Vinyl Cover Sheet (15 mil),  
(including cost of sheet) ..... per sheet.....\$ \_\_\_\_\_
  - (j) Binding with spring binder clips ..... per clip.....\$ \_\_\_\_\_
  - (k) 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.
- (l) Trimming to a size smaller than 8-1/2 x 11” ..... per product.....\$ \_\_\_\_\_
  - (m) Slip sheeting (including the cost of paper) ..... per sheet.....\$ \_\_\_\_\_
  - (n) Manila folders (including inserting and labeling folder)..... per folder.....\$ \_\_\_\_\_
  - (o) Redweld folders (including inserting and labeling folder)..... per folder.....\$ \_\_\_\_\_
  - (p) Die-cut tab dividers, including the cost of typesetting/labeling  
tab portion, inserting, and paper ..... per tab divider.....\$ \_\_\_\_\_
  - (q) Laminating one side only ..... per sq. ft.....\$ \_\_\_\_\_
  - (r) Laminating both sides ..... per sq. ft.....\$ \_\_\_\_\_

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

- (s) Foam core board (including mounting for oversized documents)..... per sq. ft.....\$ \_\_\_\_\_
- (t) Rolling, rubber-banding, and packing oversized documents ..... per container.....\$ \_\_\_\_\_
- (u) Packing flat oversized documents ..... per container.....\$ \_\_\_\_\_

My production facilities are located within the assumed area of production ..... yes \_\_\_\_\_ no \_\_\_\_\_

**NOTICE:** Bidders OUTSIDE the assumed production area specified on page one of these specifications should complete the following information.

1. Proposed carrier(s) for pickup of Government Furnished Material \_\_\_\_\_
  - a. Number of hours from acceptance of print order to pickup of Government Furnished Material..... \_\_\_\_\_
  - b. Number of hours from pickup of Government Furnished Material to delivery at contractor's plant..... \_\_\_\_\_
2. Proposed carrier(s) for delivery of completed product .. \_\_\_\_\_
  - a. Number of hours from notification to carrier to pickup of completed product ..... \_\_\_\_\_
  - b. Number of hours from pickup of completed product to delivery at destination ..... \_\_\_\_\_

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

**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 agrees, if this bid is accepted within calendar days (60 calendar days unless a different period is inserted by the bidder) from the date for receipt of bids, to furnish the specified items at the price set opposite each item, delivered at the designated point(s), in exact accordance with specifications. Failure to provide a 60-day bid acceptance period may result in the expiration of the bid before award.

**BIDDER'S NAME AND SIGNATURE:** Unless a specific written exception is taken, the bidder, by signing and submitting a bid, agrees with and accepts responsibility for all certifications and representations as required by the solicitation and GPO Contract Terms - Publication 310.2. When responding by email, fill out and return one copy of all pages in "SECTION 4. – SCHEDULE OF PRICES," including initialing/signing where indicated. Valid electronic signatures will be accepted per the Uniform Electronic Transactions Act, §2. Electronic signatures must be verifiable of the person authorized by the company to sign bids. *Failure to sign the signature block below may result in the Bid being declared non-responsive.*

Bidder \_\_\_\_\_  
(Contractor's Name) (GPO Contractor's Code)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City – State – Zip Code)

By \_\_\_\_\_  
(Printed Name, Signature, and Title of Person Authorized to Sign this Bid) (Date)

\_\_\_\_\_  
(Person to be Contacted) (Telephone Number)

\_\_\_\_\_  
(Email) (Fax Number)

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**THIS SECTION FOR GPO USE ONLY**

Certified by: \_\_\_\_\_ Date: \_\_\_\_\_ Contracting Officer: \_\_\_\_\_ Date: \_\_\_\_\_  
(Initials) (Initials)

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## SEC Locations

**SEC Headquarters**

100 F Street N.E.  
Washington, D.C. 20549

**Los Angeles Regional Office (LARO)**

444 S. Flower Street, Suite 900  
Los Angeles, CA 90071

**Atlanta Regional Office (ARO)**

950 East Paces Ferry Road, NE, Suite 900  
Atlanta, GA 30326-1382

**Miami Regional Office (MIRO)**

801 Brickell Ave., Suite 1950  
Miami, FL 33131

**Boston Regional Office (BRO)**

33 Arch Street, 24th Floor  
Boston, MA 02110-1424

**New York Regional Office (NYRO)**

100 Pearl Street, Suite 20-100  
New York, NY 10004-2616

**Chicago Regional Office (CHRO)**

175 W. Jackson Boulevard, Suite 900  
Chicago, IL 60604

**Philadelphia Regional Office (PLRO)**

One Penn Center  
1617 John F Kennedy Boulevard, Suite 520  
Philadelphia, PA 19103-1844

**Denver Regional Office (DRO)**

Byron G. Rogers U.S. Federal Office Building  
1961 Stout Street, Suite 1700  
Denver, CO 80294

**San Francisco Regional Office (SFRO)**

44 Montgomery Street, Suite 2800  
San Francisco, CA 94104

**Fort Worth Regional Office (FWRO)**

Burnett Plaza  
801 Cherry Street, Suite 1900, Unit 18  
Fort Worth, TX 76102