

U.S. GOVERNMENT PUBLISHING OFFICE

Government Publishing & Print Procurement

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Litigation Support Services

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

the U.S. Department of Justice, the U.S. Attorney's Office for the Eastern District of Central Islip, New York

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning **November 1, 2026 and ending October 31, 2027** plus up to four (4) optional 12-month extension period(s) that may be added in accordance with the "Option to Extend the Term of the Contract" clause in Section 1 of this contract.

BID OPENING: Bids shall be opened virtually at 11:00 a.m., Eastern Time (ET), on **September 29, 2026** at the U.S. Government Publishing Office. All parties interested in attending the bid opening shall email 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, [SECTION 4. – SCHEDULE OF PRICES](#), to 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 11:00 a.m. prevailing eastern time on the bid opening date specified above will not be considered for award.***

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

1. Illegibility of bid.
2. Emails over 75 MB may not be received by GPO due to size limitations for receiving emails.
3. The bidder's email provider may have different size limitations for sending email; however, bidders are advised not to exceed GPO's stated limit.
4. When the email bid is received by GPO, it will remain unopened until the specified bid opening time. Government personnel will not validate receipt of the emailed bid prior to [BID OPENING](#). GPO will use the prevailing eastern time 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.

BIDDERS PLEASE NOTE: Bidders are cautioned to familiarize themselves with all provisions of this contract before bidding. Specific attention is directed to the following:

- Section 1, Payment (page 7),
- Section 4 (significant revisions to schedule of prices),
- Additional changes scattered throughout.

Abstract available on GPO Web Site at <https://www.gpo.gov/how-to-work-with-us/vendors/contract-pricing>

For information of a technical nature, contact Yana Rudenko at 202-512-1247 (No collect calls) or email trudenko@gpo.gov.

SECTION 1. - GENERAL TERMS AND CONDITIONS

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

SUBCONTRACTING: Subcontracting is not permitted.

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

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 in Publication

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 (October 31, 2031)** 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 **November 1, 2026 through October 31, 2027**, 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 **July 31, 2026**, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

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

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

PREAWARD SURVEY: In order to determine the responsibility of the prime contractor the Government reserves the right to conduct an on-site preaward survey at the contractor’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)

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 personally identifiable information (PII) and Sensitive But Unclassified (SBU) 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.

SECURITY WARNING: It is the contractor's responsibility to properly safeguard personally identifiable information (PII) from loss, theft, or inadvertent disclosure and to immediately notify the Government of any loss of personally identifiable information. PII is "information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc." (Ref.: OMB Memorandum 07-16.) Other specific examples of PII include, but are not limited to:

- (a) Personal identification number, such as passport number, driver's license number, taxpayer identification number, or financial account or credit card number;
- (b) Address information, such as street address or personal email address.
- (c) Personal characteristics, including photographic image (especially of face or other distinguishing characteristic), fingerprints, handwriting, or other biometric image or template data (e.g., retina scans, voice signature, facial geometry).

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 cannot 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. At Government's option, contractor may be required to return all waste materials to the ordering agency.

SECURITY CONTROL PLAN: The contractor shall operate and maintain an effective security system whereby materials used to perform the contract are manufactured and/or stored (e.g. while awaiting distribution or disposal) so as to ensure against theft and/or the unauthorized possession of the materials.

Contractor is cautioned that Government provided information shall not be used for non-government business. Specifically, Government information shall not be used for the benefit of a third party.

The contractor shall present, in writing, to the Contracting Officer via email within two (2) workdays 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 some or all of these plans.

Prior to award, the contractor and his or her employees may be required to read and sign a "Confidentiality Agreement" supplied by the ordering agency.

Any forthcoming changes by the contractor, will require the contractor notifying the Government and forwarding the updated and signed agreements.

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

1. The plan shall contain at a minimum how government files (data) will be secured to prevent disclosure to a third party prior to and after termination of contract;
2. Explain how all accountable materials will be handled throughout all phases of production;
3. How the disposal of waste materials will be handled; and,
4. How all applicable Government-mandated security/privacy/rules and regulations as cited in this contract shall be adhered to by the contractor.

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 GPO Contracting Officer, the total requirements of the job as indicated in these specifications, will be reviewed by Government representatives with the contractor's representatives, immediately after award. At the option of the Government, the post award conference may be held via teleconference or waived.

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 **November 1, 2026 through October 31, 2027**, 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, 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:

Before any voucher will be accepted by GPO for payment, an itemized and totaled statement for each print order must be submitted to the ordering agency for examination and certification as to the correctness of the vouchers as applicable to the work performed. This certification by the ordering agency will suffice in lieu of submitting a completed sample with the contractor's voucher.

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/vendors/how-to-get-paid>

Contractor is expected to submit invoices within 30 calendar days of completion for each print order.

NOTE: Contractor's billing invoice **must be itemized** in accordance with the line items in the "SECTION 4. – SCHEDULE OF PRICES."

At time of invoicing, the contractor shall submit a copy of the print order, contractor's **certified** invoice, and all e-mail delivery receipts via e-mail to TermContracts@gpo.gov.

SECTION 2. - SPECIFICATIONS

SCOPE: These specifications cover the fast turnaround of black and color litigation documents, from hard copy and electronically stored information, requiring such operations as document preparation, scanning, blowbacks, duplicating/copying, binding, cloning, packing, and distribution.

TITLE: Litigation Support Services.

FREQUENCY OF ORDERS: Approximately eight (8) to 12 orders per year.

QUANTITY: Approximately one (1) to three (3) copies per order, except for Juror Questionnaires (see below).

NUMBER OF PAGES: Approximately 1,000 to 100,000 pages per order, except for Juror Questionnaires (see below). It is anticipated that the majority of the leaves will reproduce face only and 8-1/2 x 11" documents.

Juror Questionnaires require production with approximately 20 pages, approximately 4 to 6 print orders per year. 1st phase reproduces blank questionnaires with approximately 125 collated and stitched sets. 2nd phase reproduces the approximately 125 completed questionnaires with approximately six (6) collated and stitched sets.

TRIM SIZES:

Any trim size up to and including 8-1/2 x 14". Material smaller than 8-1/2 x 11" may be furnished but may be reproduced onto an 8-1/2 x 11" sheet.

Juror Questionnaires are 8-1/2 x 11".

Tab Dividers: 8-1/2 x 11" body with 1/2" tab extension. Tab cut: 1/5th cut (5 tabs on 11" edge).

GOVERNMENT TO FURNISH:

Juror Questionnaires: The ordering agency will email one (1) Adobe PDF file for the 1st phase of production.

Furnished copy, loose or in a variety of bound styles, in boxes will be furnished. See "DOCUMENT PREPARATION".

Banker-type boxes containing loose files to be scanned. Each box will consist of approximately 2,500 files. Each file is made up of approximately 1 or 2 leaves.

Electronically Stored Information (ESI) on various digital storage media: CDs, DVDs, USB Drives, hard drives to be duplicated.

Software: Microsoft Office Word or Adobe Acrobat PDF files may be sent via email. Electronic files saved as .TIFF, JPEG, PDF, GIF, BMP, PNG, etc. and file types such as HTML, Excel, Database files, files may be provided.

On occasion, protected files may require password/passphrase to open and/or decrypt. Ordering agency will provide to the contractor. Ordering agency currently using SecureZIP software.

If required, a Confidentiality Agreement may be sent to the contractor for review and signature, for the contract term or per case basis, as needed.

Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc., carried on hard copy or electronic copy, 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.

If required, the contractor must be able to accept files electronically via a contractor-hosted sFTP 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.

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

STORAGE OF DISCOVERY MATERIAL: Contractor will be required to store discovery material as directed by the ordering agency during the contract term at *no additional charge to the Government*. This requires the contractor to produce and retain a copy of the discovery material for on-going litigation.

It is the Government's obligation to make the materials available to the defense for the production of discovery materials. The DOJ provides it to the contractor and directs designated parties, (e.g. attorney), not working for the ordering agency, to contact the contractor and order *at their own expense*. The contractor is, in effect, selling to the authorized individuals. When required, the prices submitted in the "SCHEDULE OF PRICES" will be applied. An authorized list will be provided with each print order. The contractor is responsible for collecting all fees for services directly from the authorized parties. The Government is not liable for any copies not ordered via the print order.

The contractor will be responsible for organizing and updating files as new documents are received. Upon request, the contractor shall furnish the U.S. Attorney's Offices with a list of all documents in storage. The list shall include the attorney's name, the case name, the case number, the program and print order numbers. The U.S. Attorney's Office will determine the disposition of the documents and direct the contractor to deliver the stored material to the Government, or to dispose of the materials.

In addition to storage, the contractor must provide adequate space for authorized individuals to read and review material, in addition to obtaining copies. Material shall be organized and arranged so as to provide expedient access required for quick schedule reproduction. Every effort will be made to give as much notification as possible, including making appointments, etc., in order to view the documents. However, occasionally, extreme circumstances may occur where there will be little or no advance notice.

Given the unpredictable nature of legal proceedings, it is difficult to state exactly how long any future trial proceeding might last. After the retained copy has been made available to other parties for reproduction for the length of time determined by the U.S. Attorney's office, it shall be returned to the ordering agency.

DOCUMENT PREPARATION: The contractor shall provide document preparation services to include, but not limited to, pre- and post-document handling services and document reconstruction services.

Hard copy documents may be furnished loose, bound, stitched, clipped, rubber-banded, in binders, Redweld-type expansion folders, affixed notes, etc.

Documents may be fragile, have frayed edges, be of poor quality, yellowed, etc. The contractor will be required to inspect all documents to determine their suitability for scanning. If contractor determines that any document is unsuitable, contractor to contact the point of contract per print order.

Contractor must exercise reasonable care to ensure that the integrity of the material is preserved. Where materials are stitched, or otherwise fastened or bound, care must be used in taking the materials apart to ensure that part of the document is not obliterated or that the authenticity of the document becomes questionable.

Contractor may disassemble the furnished documents before production, unless it is a bound book or publication. Contractor may not destroy the binding in any way, unless specified by the ordering agency.

There may be items that do not require scanning/duplicating, but these items do have to be maintained with the applicable documents, or as otherwise indicated on the print order.

The contractor is required to re-assemble and re-bind furnished material in the same order or manner as received, unless otherwise specified by the ordering agency.

PREFLIGHT: Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required reproduction image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported to the point of contact on the print order cc TermContracts@gpo.gov. Emails related to preflight must have the program number, print order number and jacket numbers in the subject line.

The Government will make all author's alterations to the electronic files.

INTERVENTION: The level of handwork intervention required for scanning the furnished document(s) is specified below:

No Intervention to Light Intervention: Furnished source materials that shall be ready to be inserted into the automated document scanner requiring no deconstruction. (For example, looseleaf documents that are all one size.) And/or furnished source materials that shall require slight deconstruction before being inserted into the automatic document scanner. (For example, all one standard size documents that are rolled, stitched, or paper clipped.)

Medium Intervention: Furnished source materials that 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 folder tabs and/or tab dividers; sticky notes to be removed and replaced.)

Heavy Intervention to Glass Work: Furnished source materials that shall require difficult deconstruction before being inserted into the automatic document scanner and consist of light and/or medium intervention. (For example, documents of various standard sizes; may include pages that are folded, torn, or stuck together.) And/or, 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, two-sided spiral bound publications, computer forms that cannot automatically feed, and extremely poor quality originals that require extensive handling and analysis on a page-by-page basis.

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.

All text paper used in each copy must be of a uniform shade. The paper to be used will be indicated on each print order.

Black and/or Color (Text):

White Writing, basis weight: 20 lbs. per 500 sheets, 17 x 22", equal to JCP Code D10; or at contractor's option, White Uncoated Text, basis weight: 50 lbs. per 500 sheets, 25 x 38", equal to JCP Code A60; 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.

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

Die-Cut Tab Dividers: White Index, basis weight, 110 lbs. per 500 sheets, 25-1/2 x 30-1/2", equal to JCP Code K10.

DUPLICATING/COPYING: Contractor must produce exact duplicates of the copy furnished, exactly 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.

Reproduce text one side only or head-to-head. When ordered, furnished material less than 8-1/2 x 11" may be reproduced onto an 8-1/2 x 11" sheet.

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 furnished copy. Reproduce tab dividers face only in black (tab portion only). Follow instructions on print orders for position.

BLOWBACK: The contractor must be able to print (in black or full color) from furnished electronically stored information and bind, as specified on the print order. Blowback printing will be for face only and face and back leaves.

SCANNING: Scan documents furnished by the Government. Minimum FADGI Three Star (300 ppi, 8 or 16 bit) will be required.

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.

When ordered, scanned images will be saved to portable digital media and/or securely uploaded to the ordering agency's SFTP (Secure File Transfer Protocol) site or the ordering agency will download files from the contractor's SFTP site.

Contractor shall scan all documents as furnished (i.e., in black only or color), unless print order indicates otherwise. The document boundaries are to be identified as a box, then within the box, the folders, binders, and/or stacks of papers clipped together. Any folder with writing on it should be captured.

On occasion, an outside party not working for the ordering agency (e.g. defense) may require reproductions listed in this contract. The ordering agency will provide a list of authorized parties to receive these products when issuing their print order. The contractor will produce the additional products in accordance with the prices submitted in the schedule of prices. The contractor *is responsible for reimbursement from those authorized and the Government will not be responsible for payment.*

Juror Questionnaires: Questionnaires will be copying/duplicating or blowbacks.

Production Phases:

1st Phase: Blank questionnaires print face only in black ink, on white text paper, 8-1/2 x 11", with one stitch in upper left corner. The contractor will reproduce the blank questionnaires, each having the same type matter. The contractor will consecutively Bates number (agency's numbering convention) each page of the questionnaire and no skipped numbers. The numbering placement on all questionnaires must be the same, e.g., top right or top center alignment (at agency's option). Contractor must be able to number each page of one set of the document with the same number and go forward consecutively (i.e., the first 20-page questionnaire is 001 where each of the 20 pages is number 001 and the second 20-page questionnaire has each page numbered 002, and so on).

2nd Phase: The ordering agency will notify the contractor to pick up the designated number of completed juror questionnaires from the address on the print order within the zip codes of the U.S. Attorney's office, 610 Federal Plaza, Central Islip, NY, 11722, or the District Court, Eastern District of New York, 225 Cadman Plaza East, Brooklyn, NY 11201. Each questionnaire will require the contractor to remove stitches, and reproduce designated number of hard copies, face only, in black, collated and stitched. Contractor will re-stitch the originals. Contractor will create a folder, "Completed Questionnaires" and each Adobe PDF file will be saved within that folder. The

folder will be saved to a CD and the CD will be replicated approximately twice. Contractor may be required to make multiple (approximately 1 to 3), pickups/deliveries, until the final count of completed juror questionnaires for production is accomplished.

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

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

Gather in sequence as furnished. It is anticipated that most orders will require side-wire stitching and binders.

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

Juror Questionnaires: Collated and stitched sets with one stitch upper left.

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.

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

Bind with spring binder clips.

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

When required, insert text, and/or tab dividers into binders. Insert text pages (front, back, and/or spine) into clear vinyl pockets in binders. Binders will range from 1" to 6" in capacity. At contractor's option, binders will be black or white. Contractor is to use appropriate size binder to fit the product. (See "CONSTRUCTION.")

NOTE: Contractor must ensure binder rings are in a closed, locked position.

When required, one (1) print order may be separated into sections, resulting in multiple sized binders.

Slip Sheeting: Place a sheet of colored writing (20-lb.) paper between documents to separate. When required, insert and drill, color slip sheets between sections as designated per print order.

CONSTRUCTION (1" to 6" Binders): Black or white 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 shall have smooth edges and the rounded outer corners. 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", 1-1/2", and 2" binders and to the back cover of the 3" to 6" binders. The rivet heads, if exposed, must be the same color as the binder vinyl.

File Format: As indicated per print order, the contractor will be required to save images as Adobe Acrobat PDF (Portable Document Format) files, TIFF (tagged image format file), and/or JPEG. Print order will indicate formats as image-only or text-searchable, multi-page and/or single-page documents.

Naming Conventions: Print order will indicate the naming pattern for each scanned image or batch file. Optical

Character Recognition: Print order will indicate when OCR conversion required for scanned images.

Load File Creation: When required, contractor to build image load files in a set of electronically stored information (ESI) for eDiscovery. Image files as TIFF, JPEG, GIF, BMP, PNG, etc. and file types such as HTML, Excel, Database files, Adobe files may be provided. Multiple document review platforms, may include Concordance TIFF image (DAT) files, Summation (DII), iPro (LFP), and Relativity.

Indexing or Coding: When required, contractor will create a database index to facilitate fast and accurate information retrieval within documents for searching. If adding new electronic data to an existing index, contractor will perform a re-index, as indicated per print order. When required, contractor will populate information into database fields manually, one document at a time. The document coding fields will be indicated on the print order.

Bates Numbering (E-Labeling)/Stickers: When ordered, Bates numbering will be required for both hard copy and electronic reproductions in black in consecutive sequence. Orders will require numbering documents prior to duplicating/copying/blowbacks using a Bates numbering machine, numbering stickers, or through electronic means, as specified. No duplicated or missing numbers allowed. Numbering format and stamp location on documents, images, and files as indicated per print order. Contractor must be able to do alphanumeric bates numbering with a prefix of a maximum of nine (9) letters and a minimum of nine (9) numbers, in various font sizes, e.g., kt0001, kt0002 or capie0001, capie0002 or some other combination of identifying letters followed by the document numbering.

CD/DVD: When scanning or duplicating to a CD/DVD, contractor must print title on top of the disc in black ink (no paper 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. Inks used must not damage the lacquer layer.

All delivered DVD duplicates must conform to the physical specifications as defined by the DVD Forum. Additionally, all delivered DVD duplicates must meet or exceed the error-detection and correction specifications as defined by DVD Forum. All delivered DVD duplicates must be free of Error Correcting Code (ECC) errors.

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.

USB drives: Will meet minimum transfer speeds equivalent to USB 2.0 interface with minimum suitable storage capacity.

External Hard Drive: When ordered, store data on a secure portable hard drive capable of keeping sensitive data secure and encrypted. Must have USB port powered with on-board keypad or biometric authentication. The hard drives should have a suitable capacity to store the required data. The hard drives shall be in conformance with standards set by the ISO.

PROOFS/VERIFICATIONS: In lieu of proofs, the following will be required on all orders: Copying and scanning will require 2nd pass verification which is defined as a visual comparison to verify that 100% of the pages/documents were captured in copying/scanning. Digital media production will require that the contractor check each disc/disk to ensure proper file naming, file structure, and placement.

PACKING: Pack reproduced copies in appropriately-sized shipping containers 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.

Juror Questionnaires: Collated sets will be packed in cartons. For both phases, the questionnaires will be packed in numerical order with the lowest juror numbered set on top.

When ordered, insert each CD/DVD into a standard window paper sleeve (one disc per sleeve) with the printed side showing through window.

USB Drive: When scanning or duplicating to a USB, the drive will be inserted into a flash drive zipper case (vinyl plastic) for 3-ring binders. The USB drive and/or the zipper case may require a label, when and as indicated, per print order.

Pack CDs/DVDs and USB drives appropriately so as not to damage discs/drives 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.

Juror Questionnaires: For Phase 2, the completed questionnaires will be packaged and labeled according to the number of copies required, and packaged separately, i.e. Originals, Copy 1, Copy 2, etc.

DISTRIBUTION: It is anticipated that most orders, will pick up and deliver f.o.b. destination to the U.S. Attorney's Office, Federal Court Building, 610 Federal Plaza, Central Islip, NY 11722-4454. On occasion, an address other than the U.S. Attorney's Office above, will be provided for pickup and/or delivery.

These addresses include the main U.S. Attorney's Office, 271 Cadman Plaza East, Brooklyn, NY 11201, Brooklyn, Staten Island, Long Island and clients and attorneys located in Manhattan, NY.

Complete addresses and quantities will be furnished with the print orders. The material is to deliver at the loading dock and/or office as designated, per print order.

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

Delivery Receipt: Contractor must furnish their own receipts for delivery. These receipts must include the GPO jacket, program, print order numbers, quantity delivered, number of cartons, quantity per carton, date, and signature of the person accepting delivery. The original copy of this receipt must accompany the contractor's voucher for payment. The delivery receipt must show the *date and time of pickup of material* and the *date and time of material delivered*.

Upon completion of each order, contractor must notify the ordering agency (on the same day the order delivers) via email to the address indicated on the print order. The subject line of the email shall be "Distribution Notice for Program 1215-S, Print Order XXXXX, and applicable USAO." The notice must provide all applicable tracking numbers, delivery method, and title of product. Contractor must be able to provide copies of all delivery receipts upon agency request.

Upon completion of each order, when applicable, all furnished material must be returned to the address indicated on the print order. Unless otherwise specified, these materials must be returned exactly as they were received by the contractor in regard to condition, order, binding, 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 pick up and return of materials (when applicable) must be borne by the contractor.

SCHEDULE: Adherence to this 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(s) must be available to pick up, produce, and deliver work seven (7) days a week, from 8:00 a.m. to 8:00 p.m., including Federal holidays.*

Some print orders and furnished materials/placement of orders will be furnished via email or SFTP (Secure File Transfer Protocol).

No definite schedule for pickup of material can be predetermined.

The following schedule begins the SAME workday as notification of the availability of the print order and furnished material. **NOTE:** This is day one of the schedule when contractor is notified *no later than 2:00 p.m.* for same day pickup.

All verbal directions will be followed by written instructions, not limited to email, memo, or manuscript, to be kept with print order.

Schedule requirements are as follows:

- Approximately 40% 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.
- Approximately 60% of the orders must be completed and delivered at destination within 24 hours of notification of availability of print order and furnished materials.

Note: It is anticipated that the Juror Questionnaires Phase 2 (on occasion, Phase 1) are included in this 24-hour schedule.

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

Contractor to notify the ordering agency point of contact on the print order, the date of delivery, via email.

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, contractors are to report information regarding each order with date of shipment or delivery, as applicable, in accordance for proofs and delivery schedules in accordance with the contract requirements by contacting the U.S. Government Publishing Office via e-mail to TermContracts@gpo.gov (shared email). Personnel receiving email will be unable to respond to questions of a technical nature or to transfer any inquiries.

SECTION 3. - DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the "SCHEDULE OF PRICES" to the following units of production which are the estimated requirements to produce one (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.	500
b.	500
c.	500
II. a.	36,700
b.	68,400
c.	500
III. a.	6,200
b.	84,900
c.	208,900
IV.	6
V. a.	7
b.	80
c.	16
VI. a	100
b.	4510
c.	1000
d.	1000
e.	1000
f.	20000
g.	1000
h.	10
i.	3

SECTION 4.-SCHEDULE OF PRICES

Bids offered are f.o.b. destination for bulk shipments.

Prices must include the cost of all 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 within the category that a bidder is bidding on 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.

Any trim size up to and including 8-1/2 x 14".

A charge will be allowed for each printed page or scanned image. Blank pages/images will not be charged.

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

The prices offered for items must include the cost of reproducing furnished litigation documents exactly as received by the contractor in regard to order, fastening, affixed notes, folders, etc. The prices offered must include the cost of returning furnished materials exactly as they were received by the contractor in regard to same above, unless otherwise specified.

Binding with one stitch in the upper left, or binding with two wire stitches in left binding margin, or rubber banding (when ordered) must be included in the overall costs.

I. DUPLICATING/COPYING: The prices offered must include all costs related to the duplicating/copying, including (3-hole) white paper, packing, labeling and marking, and complete distribution of all products ordered in accordance with these specifications. Line item c. includes removing staples from sets prior to production.

a. Duplicating/copying in black per printed page.....\$_____

b. Duplicating/copying in color per printed page.....\$_____

c. Juror Questionnaire printing in black..... per printed page.....\$_____

(Initials)

II. BLOWBACK: Printing from electronically stored information (ESI) to paper. The prices offered must include all costs related to the printing, including (3-hole) white paper, packing, labeling and marking, and complete distribution of all products ordered in accordance with these specifications. Line item c. includes removing staples from sets prior to production.

- a. Printing in black per printed image.....\$ _____
- b. Printing in color per printed image.....\$ _____
- c. Juror Questionnaire per printed page.....\$ _____

III. SCANNING: The prices offered shall be all-inclusive for scanning documents, creating PDF, JPEG or TIFF files, as ordered.

- a. *Document Preparation – No Intervention to Light Intervention:* Scanning in black or color up to 8-1/2 x 14” per image\$ _____
- b. *Document Preparation – Medium Intervention:* Scanning in black or color up to 8-1/2 x 14” per image..... \$ _____
- c. *Document Preparation – Heavy Intervention to Glass Work:* Scanning in black or color up to 8-1/2 x 14” per image\$ _____

IV. BINDING: Tape binding, comb binding, bind with spring binder clips, and/or inserting into manila or Redweld-type folders.

Binding per copy \$ _____

V. BINDERS: The prices offered must be all-inclusive for furnishing binders in accordance with these specifications, and shall include the cost of inserts (front, back and/or spine) and/or text only.

- a. Binder (1-2”).....per binder..... \$ _____
- b. Binder (3-4”)per binder..... \$ _____
- c. Binder (5-6”).....per binder..... \$ _____

(Initials)

VI. ADDITIONAL OPERATIONS: *Line items a. and b. include the cost of stock, drilling and inserting, when required. For line item i. for scanning/saving to external storage device: **CD/DVD** (cost of disc, printing on disc and inserting into paper sleeve); **USB Flash Drive**: (cost of the USB drive inserted into a flash drive zipper case (vinyl plastic) for 3-ring binders (labeled if indicated), and/or an **External Hard Drive**: (cost of the hard drive, and applying a paper label with identifying features provided by the ordering agency). Each item required must be indicated separately and fully described on or with the contractor's invoice.*

- a. Slip sheeting (including the cost of printing when required)per sheet\$ _____
- b. Die-cut tab dividers (including the cost of typesetting/labeling tab portion only, duplicating/copying one-side only)per divider\$ _____
- c. Bates numbering (e-labeling)/sticker per image\$ _____
- d. Indexing/Coding (up to 30 database fields) per field\$ _____
- e. File Naming per PDF file\$ _____
- f. OCR Conversion..... per image\$ _____
- g. Image Conversion from TIFF/JPEG to Adobe PDF per image\$ _____
- h. Load File Creationper load file \$ _____
- i. .Scanning/saving to an external storage device (CD/DVD, USB Flash Drive, external hard drive) per device\$ _____

(Initials)

SHIPMENT(S): Shipments will be made from: City(ies) _____, State(s) _____

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 Solicitation Provisions in GPO Contract Terms (Publication 310.2).

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

BID ACCEPTANCE PERIOD: In compliance with the above, the undersigned 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 points(s), in exact accordance with specifications.

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

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

Bidder _____
(Contractor'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)

THIS SECTION FOR GPO USE ONLY

Certified by: _____ Date: _____ Contracting Officer: _____ Date: _____
(Initials) (Initials)