

U.S. GOVERNMENT PUBLISHING OFFICE

Philadelphia Regional Office

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Appellate Briefs

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

The United States Attorney's Office - Northern District of New York

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning October 1, 2017 and ending September 30, 2018 plus up to four (4) optional 12-month extension period(s) that may be added in accordance with the "Option to Extend the Term of the Contract" clause in Section 1 of this contract.

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

BID SUBMISSION: Submit bid in pre-addressed envelope furnished with solicitation or send to: U.S. Government Publishing Office, Customer Services, Philadelphia Regional Office, Agency Procurement Services, Southampton Office Park, 928 Jaymor Road, Suite A-190, Southampton, PA 18966-3820. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO, Fax No. (215) 364-6476 or 6479. The program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2, as revised June 2001.

RESTRICTION ON LOCATION OF PRODUCTION FACILITIES: All production facilities used in the manufacture of the product(s) ordered under this contract must be located within a 5-mile radius of the James M. Hanley Federal Building, Syracuse, NY 13261.

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

Abstracts of contract prices are available at:

<https://www.gpo.gov/gpo/abstracts/abstract.action?region=Philadelphia>

For information of a technical nature, contact Diane Peluso at 215-364-6465 x4 or email dpeluso@gpo.gov.

SECTION 1.- GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (revised 8-02)).

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

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

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

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

SUBCONTRACTING: Subcontracting will not be permitted.

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

Product Quality Levels:

- (a) Printing (page related) Attributes -- Level 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	Camera copy

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

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

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

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from October 1, 2017 through September 30, 2018, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

Pricing adjustments in accordance with this clause will be based on changes in the seasonally adjusted "Consumer Price Index For All Urban Consumers - Commodities Less Food" (Index) published monthly in the CPI Detailed Report by the U.S. Department of Labor, Bureau of Labor Statistics.

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending three (3) months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending June 30, 2017, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

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

PRE-AWARD SURVEY: In order to determine the responsibility of the contractor, the Government reserves the right to conduct an on-site pre-award 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.

PRE-AWARD SECURITY PLAN: The contractor being considered for award shall be required to submit their plan for the safeguarding and handling of the Government furnished material deemed PII (Personally Identifiable Information) via email within one (1) workday of being notified to do so by the company or his/her representative.

POST-AWARD CONFERENCE: The total requirements of the job as indicated in these specifications will be reviewed by Government representatives with the contractor's representatives and the ordering agency at the GPO Philadelphia Regional Office or by conference call, immediately after award.

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

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from Date of Award through September 30, 2018 plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" upon notification by the Government for purposes of the contract when it is electronically

transmitted or otherwise physically furnished to the contractor in conformance with the schedule.

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

Except as otherwise provided in this contract, the Government shall order from the contractor(s) 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(s), 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(s) within the time specified in the order, and the rights and obligations of the contractor(s) 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(s) 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.

WARRANTY: Contract Clause 15, "Warranty", of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 8-01)) is amended for the solicitation to the effect that the warranty period is **EXTENDED** from 120 days to one calendar year the date the check is tendered as final payment. All other provisions remain the same.

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

<https://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html>.

Invoices may also be mailed to: U.S. Government Publishing Office, Office of Financial Management, Attn: Comptroller, Stop: FMCE, Washington, DC 20401. For more information about the billing process refer to the General Information of the Office of Finance web page located at <https://www.gpo.gov/finance/index.htm>.

NOTE: At the same time as submitting to GPO, the contractor is to submit a copy to the ordering agency at: U.S. Attorney's Office, James M. Hanley Federal Building, 100 South Clinton Street, Room 900, Syracuse, NY 13261, ATTN: Appellate Paralegal.

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

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

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.

SECTION 2.- SPECIFICATIONS

SCOPE: These specifications cover the production of appellate briefs and gathering with Government furnished court related documents, requiring such operations as pickup, printing and cutting to size, binding, packing, and distribution.

TITLE: Appellate Briefs.

FREQUENCY OF ORDERS: Approximately two (2) to five (5) orders per month.

QUANTITY: Approximately 10 to 14 copies per print order.

NUMBER OF PAGES: Briefs: Approximately 20 to 130 pages (plus cover) per order.

TRIM SIZE: 6-1/8 x 9-1/4"

GOVERNMENT TO FURNISH:

Briefs: Camera copy consisting of 8-1/2 x 11" reproducible pages on white bond, plus two (2) to three (3) original wet signature pages on ivory text stock (70-lbs.).

The signature pages include:

- 1) *Conclusion*
- 2) *Certificate of Compliance.*
- 3) *Certificate of Service*

NOTE: The certificate of compliance is for briefs over 30 text pages (not including the Table of Contents and certificates).

Court Related Documents include-

Appendices, when required for gathering, consists of 8-1/2 x 11" velo-bound copies, and CD-Roms.

Approximately 12 print orders per year consisting of 12 bound copies with one or two CD-Roms per print order may require this service.

Sealed Envelopes, when required for gathering, containing PII.

Approximately six (6) print orders with two (2) to six (6) sealed envelopes.

Department of Justice Letter providing gathering and distribution instructions to the court and appellant's counsel.

The ordering agency will provide receipts for the contractor's signature for handling Government furnished material and f.o.b. destination copies.

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

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

Stock: Ivory, text stock (70-lbs.) equal to JCP A63, to be provided to the ordering agency for wet signature originals throughout the contract term.

The contractor must prepare an *Affidavit of Service* as proof of delivery for distribution to the court and appellant's counsel for the ordering agency.

The successful bidder must submit 4 pieces, minimum of 8-1/2 x 11" in size for the text paper, ivory, offset book, 70-lbs. that he proposes to use in the manufacture of this product for approval by the department before procuring it.

Four samples are to be identified as such, and include the GPO Term Contract Number and shall be addressed to:
2 Samples- U.S. Government Publishing Office, Customer Services, Philadelphia Regional Office, Agency Procurement Services, Southampton Office Park, 928 Jaymor Road, Suite A-190, Southampton, PA 18966-3820, ATTN: Contracting Officer.

2 samples to- U.S. Attorney's Office, 100 S. Clinton Street, Room 900, Syracuse, New York 13261, ATTN: Appellate Paralegal.

The Contracting Officer reserves the right to be the sole judge as to the acceptability of the samples submitted.

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

Government Paper Specification Standards No. 12 – http://www.gpo.gov/pdfs/customers/sfas/vol12/vol_12.pdf. All text paper used in each copy must be of a uniform shade. All cover paper must have the grain parallel to the spine.

Text: Ivory, Offset Book, basis weight: 70-lbs. per 500 sheets, 25 x 38", equal to JCP Code A63 to match Springhill Ivory for color.

Cover: Colored (red, blue, gray, yellow, tan or green), Vellum-Finish Cover, basis weight: 65 lbs. per 500 sheets, 20 x 26", equal to JCP Code L20.

PRINTING AND CUTTING TO SIZE:

All orders may be printed by electro-static copying or by printing with direct image plates provided that the quality levels are maintained.

Text pages print head to head in black ink.

Cover 1 prints in black ink. Covers 2, 3, and 4 are blank.

No GPO imprint required.

MARGINS: 1" on all sides.

BINDING: Perfect-bind text and wraparound cover; trim three (3) sides.

One (1) printed copy will be gathered with the original signature pages as bound as the "original".

PACKING:

Bulk Deliveries: Rubber-band or pack in shipping containers.

Mailed Shipments: Insert into shipping envelopes or containers.

LABELING AND MARKING:

Bulk Deliveries: Contractor to download the "Labeling and Marking Specifications" form (GPO Form 905, R. 7-15) from gpo.gov, fill in appropriate blanks, and attach to shipping containers.

DISTRIBUTION:

Deliver f.o.b. destination to the U.S. Attorney's Office, 100 S. Clinton Street, Room 900, Syracuse, New York 13261 and when required, other destinations within a five (5) mile radius of this zip code.

Mail f.o.b. contractor's city, approximately six (6) copies via overnight service and traceable means to the Second Circuit, Court of Appeals, and when required, approximately two (2) copies to the appellant's counsel.

Contractor will be reimbursed for all shipping costs by submitting all shipping receipts with the voucher for billing.

Complete addresses and quantities will be furnished with the print orders.

Inside delivery to the room number for all destinations within the five (5) mile radius of this zip code, 13261, is required.

The contractor must be able to produce signed receipts for all materials through the term of the contract.

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

SCHEDULE:

Adherence to this schedule must be maintained.

Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

Furnished material must be picked up from the U. S. Attorney's Office, James M. Hanley Federal Building, 100 South Clinton Street, Room 900, Syracuse, NY 13261.

No definite schedule for pickup of material can be predetermined.

Workday schedule for the ordering agency is from 8:00 a.m. to 5:00 p.m. for pick-up and delivery.

Orders must be completed, mailed and delivered within the same workday or no later than one (1) workday. If Government furnished material is available after 12:01 p.m., then one (1) workday is the mail/delivery date.

The ordering agency will provide and update a "*briefing schedule*", two (2) to three (3) months in advance to the contractor via email.

Contractors are to report information regarding each order for compliance reporting purposes and include date of delivery (or shipment if applicable) for proofs and delivery schedules in accordance with the contract requirements by contacting the U.S. GPO Philadelphia Regional Office via e-mail to infophiladelphia@gpo.gov or by calling (215) 364-6465 or faxing (215) 364-6476. Personnel receiving the e-mail or call will be unable to respond to questions of a technical nature or transfer any inquiries.

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.

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".

(1) (2)

I. (a) 30 360
(b) 1,500 18,000

II.(a) 30
(b) 15

SECTION 4.- SCHEDULE OF PRICES

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

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

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

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

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

The Contracting Officer reserves the right to reject any quote that contains prices for individual items of production that are inconsistent or unrealistic in regard to other prices in the same offer, or to GPO prices for the same operation if such action would be in the best interest of the Government.

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

Contractor’s billing invoices must be itemized in accordance with the line items in the “SCHEDULE OF PRICES”.

I: PRINTING AND BINDING: Prices offered shall include the cost of all required materials and operations (including paper) necessary for the complete production and distribution of the products listed in accordance with these specifications.

	<u>Makeready and/or Setup</u> (1)	<u>Running Per 1 Copy</u> (2)
(a) Per Complete cover	\$ _____	\$ _____
(b) Per Text Page	\$ _____	\$ _____

II. PACKING AND DISTRIBUTION (includes gathered parts):

- (a) Bulk Shipmentsper address\$ _____
- (b) Mailed Shipmentsper address\$ _____

(Initials)

INSTRUCTIONS FOR BID SUBMISSION: Fill out all pages in "Section 4. - Schedule of Prices" relating to the category or categories for which bids are submitted, initialing or signing each page in the space(s) provided. Submit two copies (original and one exact duplicate) of the "Schedule of Prices" with two copies of GPO Form 910 "BID" form. Do not enter bid prices on GPO Form 910; prices entered in the "Schedule of Prices" will prevail.

Bidder _____

(City - State)

By _____

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

(Person to be contacted)

(Telephone Number)