

[illegible]

BID OPENING: Bids shall be opened at 11:00 AM., prevailing Eastern Standard Time (EST), on September 14, 2023, by the U.S. Government Publishing Office, in Washington, DC 20401.

BID SUBMISSION: Bidders must email bids to bidsapsdc@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 AM on the bid opening date specified above will not be considered for award. This will not be a public bid opening.***

Note: The GPO 910 "BID" Form is no longer required; **bidders are to fill out, sign/initial, as applicable, and return page 7.**

The Jackets Number 424-951 and bid opening date must be specified in the subject line of the e-mailed bid submission. Bids received after 11:00 AM EST on the bid opening date specified above will not be considered for award.

For information regarding the solicitation requirements prior to award please email at sgaumer@gpo.gov. For contract administration after award, contact APS DC at 202-512-0446.

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 60-mile radius of zero milestone, Washington, DC.

Contractor's bid MUST be based on the following:

Employees of the chosen copy company who will be handling the documents must sign a confidentiality agreement which will be maintained with the contract file. Any copies that are made and are not returned should be shredded.

The selected vendor should be prepared to handle 24-hour turnaround print requests that may come up throughout the trial period.

All Exhibits will be printed double-sided. Customer estimates roughly Color 40% & B&W 60%.

Due to the fact the exhibits will be printed double-sided, exhibits containing an odd number of pages will result in the last page being blank. When printed, every exhibit must have an even number of pages. This will require that the contractor to insert a completely blank page as the final page for every exhibit with an odd number of pages, including single page exhibits.

Folder sets for the purposes of this order will have all ten copies of each individual exhibit, each should be provided in manila folders with a corresponding label indicating the exhibit control number ("P####" number per the filename of the PDF for that exhibit) contained within. These folders should be organized sequentially, in numerical order according to exhibit control numbers, and grouped in 10 x 15" – 5-1/4" expandable Redwelds. Each Redweld will need a label/cover on the front indicating the series of exhibit control numbers contained in the Redweld (ex: "P0001 thru P0050").

Folder sets should be kept together in manila file folders and not broken up between Redwelds. We would like copies of each exhibit to be kept together in folders (all copies of exhibit 1 will be in the same folder and not collated). If a folder set is too large to be contained in a single manila folder, it may be organized in its own Redweld, with the labels of these folders denoting the split (ex: "P#### 1/4", "P#### 2/4").

One set of folders will be entirely cover sheets for binders assembled at a later date (not by the printer vendor). These cover sheets will be 32 pages, to be printed ten times for approximately 320 pages total. The cover sheets will need to be printed in color and on cardstock paper.

Award will be based on the creation of approximately 1,248 folder sets of exhibits. The Division will require 10 copies of each of the 1,248 folder sets of exhibits, totaling approx. 1,400 Folders/Redwelds. Each folder will average between approximately 50 and 1,000 double-sided pages. The print job will be *entirely double-sided*. In total, the folder sets should result in approximately 471,696, 8-1/2 x 11 pages. Contractor shall furnish an additional rate for 8-1/2 x 11" text color/black and white, Redwelds, and Manila Folders. This will be used to increase or decrease the final billing amount based on the final number of originals. This price will include the cost of ALL REQUIRED OPERATIONS (including miscellaneous and delivery charges) necessary to produce the product ordered.

Contractor must submit a signed notification to the Printing Specialist of FINAL COUNT for verification. Contractor will be paid for actual number of documents processed.

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. Emails over 75 MB may not be received by GPO due to size limitations for receiving emails.
2. The vendor's email provider may have different size limitations for sending e-mail, however vendors are advised not to exceed GPO's stated limit. The bidder's email provider may have different size limitations for sending email; however, bidders are advised not to exceed GPO's stated limit.
3. Illegibility of bid.
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 e-mailed bid prior to bid opening. GPO will use the prevailing time (specified as the local time zone) and the exact time that the e-mail is received by GPO's email server as the official time stamp for bid receipt at the specified location.

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 9-19)).

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

WARRANTY: Contract Clause 15, "Warranty", of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 01-18)) is amended for the solicitation to the effect that the warranty period is EXTENDED from 120 days to one calendar year from the date the check is tendered as final payment. All other provisions remain the same.

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).

NOTE: Security control plan MUST be submitted within one hour after the review and confirm call or email. If contractor failed to submit SCP within one hour after the review and confirm call/email, GPO will disqualify his/her bid.

SECURITY CONTROL PLAN: Contractor MUST submit within 1 hour of the "Review and confirm" call/email. The contractor shall maintain in operation, an effective security system where items by these specifications are manufactured and/or stored (awaiting distribution or disposal) to assure against theft and/or the product ordered falling into unauthorized hands. Contractor is cautioned that no Government provided information shall be used for non-government business. Specifically, no Government information shall be used for the benefit of a third party. The Government retains the right to conduct on-site security reviews at any time during the term of the contract.

The plan shall contain at a minimum:

- (1) 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;
- (4) How all applicable Government-mandated security/privacy/rules and regulations as cited in this contract shall be adhered to by the contractor and/or subcontractor(s).

This proposed plan is subject to review and approval by the government and award will not be made prior to approval of same.

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.

TITLE: Litigation Copy Project - U.S. v. JetBlue Airways Corp. et al.

QUANTITY: Exhibits: 10 copies of each
Labeled Manila Folders: Approx. 800
5" Expandable Redwelds: Approx. 600
Cover Sheets: 32 pgs./ 10 copies each

TRIM SIZE: 8-1/2 x 11"

PRODUCTS TO BE PRINTED: Approx. 471,696 text pages @ 8-1/2 x 11.

GOVERNMENT TO FURNISH (GFM): Receive via email after award.

One (1) Purchase order.

1,248 PDF files sent via JEFS.

One (1) PDF of a Confidentiality Agreement

One (1) PDF of a Non-disclosure Agreement

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.

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.

PROOFS: None required.

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. https://www.gpo.gov/docs/default-source/forms-standards-pdf-files/vol_13..PDF.

TEXT: JCP Code* A61, No. 1 Smooth-Finish Text, White, Basis Size 25 X 38" Basis Weight 50 lbs.

COVERS: JCP Code* K10, Index; White, Basis Size 25.5 X 30.5" Basis Weight 110 lbs.

PRINTING:

DIGITAL PRINTING IS ACCEPTABLE.

At contractor's option, the product may be produced via conventional offset or digital printing provided that Quality Level 3 standards are maintained. Final output must be a minimum of 150 line screen and at a minimum resolution of 2400 x 2400 x 1 bit or 600 x 600 x 8 bit depth technology. Digital device must have a RIP that provides an option for high quality color matching such as Device Links Technology and/or ICC Profiles.

All binders will be three-hole punched with standard spacing (3/8 drill pattern) on the left side of the page. All pages printed for this project must be double-sided, and standard letter size white paper (8-1/2 x 11") should be used.

Certain exhibits will need to be printed in 4-color process. An Excel spreadsheet will indicate where color copies are required and will be provided to the contractor along with the documents to be printed.

Each PDF will represent one distinct exhibit. Each folder set should have 10 copies of each PDF exhibit, should be completely contained within one folder unless the exhibit is too large for the folder. If an exhibit is too large for ten of its copies to fit in a folder, it may be organized in two or more folders or even its own Redweld. All clearly labeled with the exhibit control number. One PDF exhibit should not be split between two Redwelds. A single PDF will also be uploaded with the 32 pages of cover sheets to be printed ten times.

PRINTING (TEXT & COVERS): print face, and back (head to head) with type/rule matter, graphs, images, and screens in 4-color process and black inks. No bleeds. Labeled manila folders and 5" expandable redwelds print in black ink only.

COLOR OF INK: 4-color process and Black.

MARGINS: Adequate gripper.

BINDING: Trim 4-sides. See "Printing".

PACKING: Pack suitable per Bankers Boxes and shipping container. Pack separately and identify.

LABELING AND MARKING (package and/or container label): Reproduce shipping container label from furnished repro, fill in appropriate blanks and attach to shipping containers.

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

Product Quality Levels:

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

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

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

Specified standards to correspond with each required attribute as follows:

ATTRIBUTE	SPECIFIED STANDARD/ALTERNATE STANDARD
P-7. Type Quality and Uniformity	Furnished Electronic Files
P-9. Solid and Screen Tint Color Match	Pantone Matching System
P-10. Process Color Match	Furnished Electronic Files

Prior to award, contractor may be required to provide information related to specific equipment that will be used for production.

DISTRIBUTION: Deliver F.O.B. DESTINATION.

Contractor must notify the ordering agency on the same day that the product ships/delivers via e-mail sent to denis.hamel@usdoj.gov. The subject line of this message shall be Distribution Notice for Jackets 424-951 Requisitions 3-05072. The notice must provide all applicable tracking numbers, shipping method, and Title. Contractor must be able to provide copies of all delivery, mailing, and shipping receipts upon agency request.

Deliver all Material and GFM via traceable means to: USDOJ - Antitrust Division, 450 Fifth Street. NW, Liberty Square Building, Washington, DC 20530, ATTN: Lillian Byrne, (202)894-4238 or Jean Boury, (202) 701-898.

All expenses incidental to submitting proofs, furnishing samples and returning materials, must be borne by the contractor.

SCHEDULE: The Purchase Order and GFM will be available for pick up no later than September 21, 2023.

F.O.B. destination: See below for schedule

Delivery should be on a rolling basis beginning as soon as possible with the balance delivering no later than September 29, 2023.

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

OFFERS: Offers must include the cost of all materials and operations for each jacket listed in accordance with these specifications. Award will be based on the lowest total price for the jackets listed. Prices for additional quantities must be based on a continuing run, exclusive of all basic or preliminary charges and will not be a factor for determination of award.

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 pre-award 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

PAYMENT: 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 invoicing.

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>.

JACKET NUMBER

424-951

BID PRICE:

\$ _____

ADDITIONAL/M

\$ _____	8-1/2 x 11" Black & White
\$ _____	8-1/2 x 11" 4-color process
\$ _____	Redwelds Labeled
\$ _____	Labeled Manila Folders
\$ _____	Covers

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 fax, fill out and return one copy.

Bidder _____

(Contractor Name)

(GPO Contractor's Code)

(Street Address)_____
(City – State – Zip Code)

By _____

(Printed Name, and Title of Person Authorized to Sign this Bid)

(Signature)_____
(Date)_____
(Telephone Number)_____
(Email Address)

Contracting Officer Review: _____ Date: _____ Certifier: _____ Date: _____
(Initials) (Initials)