Title: Legal Briefs and Reports
Agency: Department of Justice (DOJ)
Term: Beginning 06.01.2018 and ending 05.31.2019

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>BASIS OF</th>
<th>AWARD</th>
<th>UNIT RATE</th>
<th>COST</th>
<th>UNIT RATE</th>
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<td>I.</td>
<td>PRINTING, BINDING, PACKING, &amp; DISTRIBUTION:</td>
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</tr>
<tr>
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<td>8472</td>
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<td>36,006.00</td>
<td>5.60</td>
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<td>3,803.25</td>
<td>1.55</td>
<td>10,718.25</td>
<td>1.25</td>
<td>8,643.75</td>
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<tr>
<td>(e)</td>
<td>Printing in four-color process, including binding and inserting pages into brief in proper sequence prior to binding</td>
<td>Color Text Pages (1 or either binding method):</td>
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<tr>
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<td>480</td>
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<td>16800.00</td>
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<td>9,600.00</td>
<td>N/C</td>
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<td>1.25</td>
<td>300.00</td>
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<td>Fold-ins:</td>
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<td>600.00</td>
<td>50.00</td>
<td>600.00</td>
<td>40.00</td>
<td>480.00</td>
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<td>60.00</td>
<td>10.00</td>
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<td>75.00</td>
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<td>60.00</td>
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<td>(g)</td>
<td>Printing in four-color process, including binding and inserting pages into brief in proper sequence prior to binding</td>
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<td>(1)</td>
<td>Maker Ready</td>
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<td>(h)</td>
<td>Printing on second side in black ink</td>
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<td>(1)</td>
<td>Maker Ready</td>
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<td>(2)</td>
<td>Running Per 100 Copies</td>
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CURRENT CONTRACTOR
GRAY GRAPHICS
Capitol Heights, MD

MCDONALD & EUDY PRTRS
Temple Hills, MD

BALMAR, INC.
Falls Church, VA

BALMAR, INC.
Falls Church, VA

Balmar, Inc.

Page 1 of 2
### Legal Briefs and Reports

**Agency:** Department of Justice (DOJ)

**Term:** Beginning 06.01.2018 and ending 05.31.2019

<table>
<thead>
<tr>
<th>BASIS OF ITEM NO.</th>
<th>DESCRIPTION</th>
<th>AWARD</th>
<th>UNIT RATE</th>
<th>COST</th>
<th>UNIT RATE</th>
<th>COST</th>
<th>UNIT RATE</th>
<th>COST</th>
<th>UNIT RATE</th>
<th>COST</th>
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<tr>
<td><strong>II. PAPER:</strong></td>
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<td>Text - Each page-size leaf.</td>
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<td>Covers - Two page-size leaves will be allowed for each complete cover. Prices offered must include the cost of paper for backstrip, when required.</td>
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<td>Fold-ins - One page-size leaf will be allowed for each &quot;fold-in unit&quot;. The number of units in a particular fold-in will be determined by dividing its trim size (expressed in square inches) by 57 square inches, with any fractional remainder being counted as a whole.</td>
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<td>Per 100 leaves</td>
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<tr>
<td>(a) White Antique Book (60-lb.)</td>
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<td>4.00</td>
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<td>2.05</td>
<td>13,560.75</td>
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<td>11,774.70</td>
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<td>(b) White Litho (Gloss) Coated Book (60-lb.)</td>
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<td>6</td>
<td>5.00</td>
<td>30.00</td>
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<td>57.00</td>
<td>5.75</td>
<td>34.50</td>
<td>5.00</td>
<td>30.00</td>
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<td>(c) White Vellum-Finish Cover (50-lb.)</td>
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<td>23</td>
<td>10.00</td>
<td>230.00</td>
<td>6.00</td>
<td>138.00</td>
<td>5.75</td>
<td>132.25</td>
<td>5.00</td>
<td>115.00</td>
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<td>(d) Colored Vellum-Finish Cover (50-lb.)</td>
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<td>565</td>
<td>12.00</td>
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<td>9.00</td>
<td>5,085.00</td>
<td>5.75</td>
<td>3,248.75</td>
<td>5.00</td>
<td>2,825.00</td>
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<td><strong>III. PREMIUM PAYMENTS:</strong></td>
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<tr>
<td>Percentage increase</td>
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<td></td>
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<td>45%</td>
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**CONTRACTOR SUBTOTAL** | $199,155.75 | $129,836.40 | $150,921.45 | $147,027.45 |

**CONTRACTOR PAPER PRICE** | $33,500.00 | $15,202.50 | $16,976.25 | $14,744.70 |

**SUBTOTAL LESS PAPER** | $165,655.75 | $114,633.90 | $133,945.20 | $132,282.75 |

**PERCENTAGE INCREASE** | 25.00% | $18,636.27 | 15.00% | 7,737.79 | 45.00% | 27,123.90 | 30.00% | 17,858.17 |

**SUBTOTAL PLUS PERCENTAGE INCREASE** | $217,792.02 | | | | 178,045.35 | 164,885.62 |

**DISCOUNT** | 1.00% | $2,177.92 | 1.00% | | 0.00% | 0.00 | 2.00% | 3,297.71 |

**DISCOUNTED TOTALS** | $215,614.10 | | | | 178,045.35 | 161,587.91 |

AWARDED
U.S. GOVERNMENT PUBLISHING OFFICE
Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Legal Briefs and Reports

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

Department of Justice (DOJ)

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning June 1, 2018 and ending May 31, 2019, plus up to four (4) optional 12-month extension periods that may be added in accordance with the “OPTION TO EXTEND THE TERM OF THE CONTRACT” clause in SECTION 1 of this contract.

BID OPENING: Bids shall be publicly opened at 11:00 a.m., prevailing Washington, DC time, on April 26, 2018.

BID SUBMISSION: Submit bid in pre-addressed envelope furnished with solicitation, or send to: U.S. Government Publishing Office, Bid Section, Room C-848, Stop: CSPS, 732 North Capitol Street, NW, Washington, DC 20401. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO Bid Section, Fax No. (202) 512-1782. The program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2 as revised January 2018. Hand delivered bids are to be taken to: GPO Bookstore, 710 North Capitol Street, NW, Washington, DC, between the hours of 8:00 a.m. and 4:00 p.m., prevailing Washington, DC time, Monday through Friday. Contractor is to follow the instructions in the bid submission/opening area. If further instruction or assistance is required, call (202) 512-0526.

PRODUCTION AREA: It is assumed that all production facilities used in the manufacture of the products ordered under this contract will be located within a 60-mile radius of zero milestone Washington, DC.

Any bidder intending to use production facilities outside this area should furnish information, with the bid, which will on its face demonstrate ability to meet the schedule requirements. The determination by the Government of the acceptability of this information in no way relieves the successful bidder of the responsibility for compliance with these schedule requirements.

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

GPO has issued a new GPO Publication 310.2, GPO Contract Terms – Solicitation Provision, Supplemental Specifications, and Contract Clauses (Rev. 1-18). Prospective bidders should carefully read this publication as the applicable terms within become an integral part of this contract. The document is posted at https://www.gpo.gov/how-to-work-with-us/vendors/forms-and-standards along with a list of major revisions.

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


For information of a technical nature, contact Rebecca Swan at rswan@gpo.gov or (202) 512-1239.
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. 1-18)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (Rev. 8-02)).


SUBCONTRACTING: The provisions of GPO Publication 310.2 are modified to permit subcontracting of color copying/duplicating.

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

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

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

GPO IMPRINT REQUIREMENT: 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 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: The specified standards for the attributes requiring them shall be:

<table>
<thead>
<tr>
<th>Attribute</th>
<th>Specified Standard</th>
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</thead>
<tbody>
<tr>
<td>P-7. Type Quality and Uniformity</td>
<td>O.K. Proofs/Average Type Dimension in Publication/ Electronic media</td>
</tr>
</tbody>
</table>
Prior to award, contractor may be required to provide information related to specific equipment that will be used for production.

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 June 1, 2018 to May 31, 2019, 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 February 28, 2018, 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.

SECURITY WARNING: The contractor shall comply with all security requirements set forth in these specifications.

NOTE: All furnished materials are designated as “Sensitive But Unclassified”.

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

The contractor shall present, in writing, to the Contracting Officer within three (3) workdays of being notified to do so by the Contractor Officer or his/her representative, detailed plans for the following activities. The workday after notification to submit will be the first workday 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.**

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. List of subcontractor(s) and their specific function(s), as applicable;

4. How the disposal of waste materials will be handled; and,

5. 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).

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 three (3) workdays 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.

**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/her education, financial transactions, medical history, and criminal or employment history and that contains his/her name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint 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.

CONTINUITY PLAN: The failure to deliver these briefs and reports in accordance with the schedule requirements of this contract would have an impact on the daily operations of DOJ. Therefore, if for any reason(s) (act of God, labor disagreements, etc.) the contractor is unable to perform, contractor must have a continuity plan in place to produce the briefs and reports.

The contractor’s continuity plan must be prepared and submitted to the Contracting Officer in conjunction with the Security Control Plan specified herein.

NOTE: The Government reserves the right to waive the plans if there is other evidence that, in the opinion of the Contracting Officer, indicates that the contractor being considered for award has the capability to successfully produce the items required.

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.

PREAWARD SURVEY: In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct an on-site preaward survey at the contractor’s/subcontractor’s facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

PREAWARD TEST: The contractor being considered for award shall be required to demonstrate their ability to print the items required in these specifications at the requisite quality level by completing a preaward test. The Government reserves the right to waive the preaward test if there is other evidence that, in the opinion of the Contracting Officer, indicates that the contractor being considered for award has the capability to successfully produce the items required.
For the preaward test, the Government will furnish five (5) sheets (25-1/4 x 38” in size) of the Dawn Gray Vellum Cover, an electronic file containing one Merit Brief approximately 100 pages using the same media stipulated in these specifications.

NOTE: For the preaward test, contractor will be responsible for furnishing cover stock for makeready as well as all required text paper in accordance with these specifications.

The electronic file and brief is representative of the products that are to be produced under these specifications.

The prospective contractor shall provide five (5) printed samples of the Merit Brief.

NOTE: The electronic file containing the Merit Brief will be emailed to the contractor. The contractor is responsible for picking up the furnished paper stock from GPO Washington, DC. The furnished paper stock is also to be used as a color match for paper ordered by the contractor throughout the term of the contract.

Preaward test samples must be submitted within 24 hours of receipt of the Government furnished preaward test materials to the following address: U.S. Department of Justice, 950 Pennsylvania Ave. NW, Washington, DC 20530, DTP Unit, Room 6638, Attn: Brian Hicks and Felicia Rovegno.

Contractor must notify GPO by email on same day as delivery of samples to ordering agency.

The preaward test samples must be of the type required by these specifications. The samples must be printed on the paper required under these specifications. The samples must be produced on the equipment and in the facility to be used for the final production.

If the preaward test samples are disapproved by the Government, the Government at its option, may require the contractor to submit revised test samples for evaluation. The contractor shall submit these revised samples within one (1) workday upon notification of the required changes.

In the event the revised test proofs are disapproved by the Government, the contractor shall be deemed to have failed to comply with the applicable requirements of these specifications and may be reason for a determination of non-responsibility.

No charges will be allowed for costs incurred in the performance of this preaward test.

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 June 1, 2018 through May 31, 2019 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” 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.

**WARNING:** Proper control and handling must be maintained at all times to prevent any information, materials, or documents furnished to or produced by the contractor from being disclosed to or otherwise made available to any person or organization other than authorized personnel of the contractor. Unless otherwise indicated herein, all extra copies, materials, and waste must be destroyed or returned to the Government if directed.

**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](http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html).


*Contractor’s billing invoice must be itemized in accordance with the line items in the “SCHEDULE OF PRICES.”*
SECTION 2.- SPECIFICATIONS

SCOPE: These specifications cover the production of saddle-stitched and perfect-bound legal publications (Briefs and Reports) requiring such operations as electronic prepress, printing, binding, packing, and delivery.

TITLE: Legal Briefs and Reports.

FREQUENCY OF ORDERS: Approximately 200 to 400 orders per year.

QUANTITY: Approximately 5 to 200 copies per order.

NUMBER OF PAGES: Approximately 4 to 450 pages per order. (The majority of orders will be for 100 pages or less.)

Approximately six (6) orders per year will require approximately one (1) fold-in.

TRIM SIZES:

- Briefs and Reports: 6-1/8 x 9-1/4”.
- Fold-ins: Up to and including 18 x 11”.

NOTICE TO CONTRACTORS: Due to the nature of the product being produced, it is periodically necessary to cancel or stop work on an order during the production cycle. When it is necessary to stop or cancel an order, the contractor will be reimbursed only for work performed prior to the cancelation or stoppage, and in accordance with the prices offered in the “SCHEDULE OF PRICES.” Print orders will be terminated for convenience and the contractor will not be permitted to submit termination for convenience claims.

GOVERNMENT TO FURNISH:

Briefs and reports will be provided in electronic format to be reproduced same size or with reduction as indicated. Files will be transmitted to contractor's File Transfer Protocol (FTP) site using ISDN Circuit, via internet, or agreed upon remote/host dial program.

For each brief or report that the Department of Justice transmits electronically, it will provide the following information by facsimile to the contractor:

a. FAX cover sheet that includes the case name(s), case number(s), and number of pages.
b. Completed print order for each brief.

Electronic media will be furnished as follows –

- Platform: Microsoft Windows.
- Storage Media: FTP.
- Software: Adobe Acrobat Pro DC.

All software upgrades (for specified applications) which may occur during the term of the contract, must be supported by the contractor.
Fonts: All printer and screen fonts will be embedded.

The contractor is cautioned that furnished fonts are the property of the Government and/or its originator. All furnished fonts are to be eliminated from the contractor's archive immediately after completion of the contract.

Additional Information: Files will be furnished in PDF format.
GPO Form 952 (Desktop Publishing - Disk Information) will be furnished.

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

NOTE: The Government will furnish the Dawn Gray Vellum-Finish Cover (25-1/4 x 38” in size) during the first five (5) weeks after contract award. Contractor must contact the DOJ immediately after award to arrange one (1) pickup from the DOJ Warehouse located on Pennsy Road in Landover, MD. The contractor will not be entitled to any additional time in the schedule due to the contractor’s failure to pick up this stock in sufficient time in order to meet the requirements of the contract schedule.

Contractor must keep an accurate and updated account of how much stock is used under the requirements of this contract, including spoilage and/or damaged stock.

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under “GOVERNMENT TO FURNISH” necessary to produce the products in accordance with these specifications.

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

For each brief that the Department of Justice transmits electronically, the contractor will provide the following information by facsimile and/or e-mail a group mail notification to the Government:

   a. FAX cover sheet, which includes the case name(s), case number(s), number of pages, and print order numbers received.

   b. A statement that the electronic transmission of the brief was error free, that all pages are complete and ready for production.

   c. The contractor must make the above notification to the Department of Justice no later than 30 minutes after receipt of the electronically transmitted brief.

ELECTRONIC PREPRESS: 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 Candy Lubin (202) 514-3929 or Thomas Wright (202) 514-3158.

The contractor shall create or alter any necessary trapping, set proper screen angles and screen frequency, and define file output selection for the imaging device being utilized. Furnished files must be imaged as necessary to meet the assigned quality level.

The Government will make all changes to the electronic files.
PROOFS:

One (1) “Press Quality” PDF soft proof (for content only) of all pages for each brief using the same Raster Image Processor (RIP) that will be used to produce the final printed product. PDF proof will be evaluated for text flow, image position, and color breaks. Proof will not be used for color match. Proofs will be transferred to the agency via email.

If any contractor’s errors are serious enough in the opinion of the GPO to require revised proofs, the revised proofs are to be provided at no expense to the Government. No extra time can be allowed for this reproofing; such operations must be accomplished within the original production schedule allotted in the specifications.

The contractor must not print prior to receipt of an “O.K. to Print.”

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.


Color of paper furnished shall be of a uniform shade and a close match by visual inspection of the JCP and/or attached color sample(s). The Contracting Officer reserves the right to reject shipments of any order printed on paper the color of which, in his opinion, materially differs from that of the color sample(s).

All text paper used in each copy must be of a uniform shade. All cover paper must have the grain parallel to the spine. The paper to be used will be indicated on each print order.

**Text:** White Antique Book, basis weight: 60 lbs. per 500 sheets, 25 x 38”, equal to JCP Code A100.

**Fold-ins:**

- White Antique Book, basis weight: 60 lbs. per 500 sheets, 25 x 38”, equal to JCP Code A100.
- White Litho (Gloss) Coated Book, basis weight: 60 lbs. per 500 sheets, 25 x 38”, equal to JCP Code A170.

**Cover:** White, Dawn Gray, and Peach Tan Vellum-Finish Cover, basis weight: 50 lbs. per 500 sheets, 20 x 26”, equal to JCP Code L20.

On occasion, additional cover paper colors may be required from the U.S. Supreme Court Specification Chart.

**NOTE:** The contractor will not be able to purchase paper stock from GPO. Contractor is responsible for furnishing all required paper.

**NOTE:** Contractor must acquire the Vellum-Finish Cover within five (5) weeks of contract award.

PRINTING:

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 dpi x 1 bit or 600 x 600 dpi 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.

Print text head-to-head in black ink.
An occasional order will require text pages to be printed in four-color process when indicated on the print order. Four-color process pages may be scattered throughout.

Print Cover 1 only in black ink; Covers 2, 3, and 4 are blank.

Fold-ins: Fold-ins, when ordered, will print face only or face and back in black ink.

An occasional fold-in may require four-color process printing on one side only.

NOTE: The GPO imprint line must not appear on the finished product.

MARGINS: Contractor to follow Supreme Court Rules 33 and 34 (see Attachment 1) or as indicated on the print order.

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

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

Perfect-bind text and wraparound cover; trim three sides.

Fold-ins may be ordered gathered in sets and bound as a unit in the briefs, or individually tipped-in throughout the text of each brief. Fold-ins may be run as an extended leaf.

The size of the fold-ins cannot be predetermined at this time, but it is anticipated that the maximum size will be 18 x 11”. Fold-ins, when ordered, will require from one to four folds (parallel and/or angle) and may require an angle cut in order to tip to text page.

PACKING: Pack in shipping containers not to exceed 45 pounds when fully packed.

LABELING AND MARKING (Package and/or Container label): Contractor to download the “Labeling and Marking Specifications” form (GPO Form 905, Rev. 7-15) from GPO.gov, fill in appropriate blanks and attach to shipping containers.

QUALITY ASSURANCE RANDOM COPIES: The contractor may be required to submit quality assurance random copies to test for compliance against the specifications. The print order will indicate the number required, if any. When ordered, the contractor must divide the entire order into equal sublots and select a copy from a different general area of each sublot. The contractor will be required to certify that the copies were selected as directed using GPO Form 917 – Certificate of Selection of Random Copies (located on GPO.gov). Copies will be paid for at the running rate offered in the contractor’s bid prices and their cost will not be a consideration for award. A copy of the print order must be included with the samples.

Business Reply Mail labels will be furnished for mailing the quality assurance random copies. The copies are to be mailed at the same time as the first scheduled shipment. A U.S. Postal Service approved Certificate of Mailing, identified by program, jacket, and print order numbers must be furnished with billing as evidence of mailing.

DISTRIBUTION: Deliver f.o.b. destination to approximately 1 address in the Washington, DC area.

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

Entrance to the receiving platform at the Department of Justice, Washington, DC, has a maximum height clearance of 10’8”. It is the responsibility of the contractor to provide shipment to the platform. No trailer trucks allowed.
For each order placed, contractor must notify the ordering agency on the same day that the product delivers via email to denis.hamel@usdoj.gov or to the address furnished on the print order. The subject line of this message shall be “Distribution Notice for Program 404-S, Jacket XXX-XXX, Print Order XXXXXXX.” The notice must provide all applicable tracking numbers, delivery method, and title. Contractor must be able to provide copies of all delivery receipts upon agency request.

Upon completion of each order, all Government furnished material (if applicable) that are to be returned must be returned to the address indicated on the print order.

All expenses incidental to picking up or returning materials (if applicable), picking up Government-furnished paper, and submitting proofs must be borne by the contractor.

**SCHEDULE:** The schedule stipulated in this specification must be strictly adhered to by the contractor. Requests for grace days or any additional days in accordance with GPO Contract Terms, Contract Clause 12, “Notice of Compliance with Schedules,” will not be granted.

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

Print orders will be placed on this program between the hours of 7:30 a.m. and 10:00 p.m. Monday through Friday.

Government will notify contractor before 3:00 p.m. of electronic transmission to be sent before 10:00 p.m.

If delivery of a brief is required by a specific time of the day, it will be specified when the order is placed, and will also be indicated on the print order.

Deliveries made after the time specified may affect the outcome of pending judicial decisions and may result in monetary loss to the Government and/or parties involved in litigation. In such cases, the Government will recover the actual damages suffered from the contractor.

Failure to meet scheduled times and dates may result in the Government immediately defaulting the contractor on the print order.

Any order rejected by the Government due to contractor's error/fault, must be reprinted, and copies must be received at destination within one (1) workday of the notification of rejection.

The Government will have, on limited occasion, the requirement to notify the contractor that a problem on a print order may have occurred, and to delay the production for a short period of time.

In the event the Government delays a production, it will notify the contractor to stop production by no later than 9:30 a.m., the morning after an order was placed with the contractor the preceding evening.

In the event the Government delays a production, it will notify the contractor to either proceed with production or cancel the print order by no later than 12:00 p.m. (noon), the morning after an order was placed with the contractor the preceding evening.

Upon the Government’s approval notification, the Government will still require the contractor to make delivery no later than 3:00 p.m. If the Government cancels the print order, the contractor will be reimbursed only for work performed prior to the cancelation or stoppage, and in accordance with the prices offered in the “SCHEDULE OF PRICES.”

**Regular Schedule:** Approximately 70% of the orders placed will require the regular schedule.

The following schedule begins the SAME day as notification of the availability of print order and furnished material; the SAME workday as notification will be the first workday of the schedule.
• Orders must be completed and delivered within one (1) workday of notification of availability of print order and furnished material, no later than 3:00 p.m. NOTE: For example, a print order placed no later than 10:00 p.m. on Tuesday would need to deliver no later than 3:00 p.m. on Wednesday.

• If proofs are required, the contractor must deliver up to 200 pages of proofs within eight (8) hours of notification of availability of copy. The remaining proofs shall be submitted in increments of 80 pages. An additional two (2) hours will be allowed for each additional increment of 80 pages or fraction thereof.

• If corrections are required, the Government will submit new electronic media.

    NOTE: For orders requiring the regular schedule, the Department of Justice will occasionally request the contractor to provide proofs from electronic media to the Government by 9:00 a.m., regardless of when the order was placed. The Government will review the proof copy, and notify the contractor no later than 12:00 p.m. (noon), on the same day to either proceed with production or cancel the print order.

• In the event a proof is requested, the Government will still require the delivery of the order be made by 3:00 p.m. on the originally scheduled delivery date on the print order.

• If proofs are not required, the contractor will complete production and make delivery by 3:00 p.m. in accordance with the first bullet point above.

**Accelerated Schedule (Four (4) Hours):** Approximately 45% of the orders placed will require an accelerated schedule.

• Contractor must complete production and delivery within four (4) hours of notification of the availability of print order and furnished materials.

• Contractor will be notified in writing and/or by phone by 3:00 p.m. the day prior to a print order being placed with a 4-hour schedule requirement.

• When proofs are required, a Department of Justice representative will be on-site to conduct a proof inspection at the contractor’s plant. The representative will occasionally request the contractor to provide revised proofs after changes have been incorporated. NOTE: Delivery date and time as indicated on print order are critical.

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(s) specified.

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

For compliance reporting purposes, the contractor must notify the U.S. Government Publishing Office of the date of shipment or delivery, as applicable. Upon completion of each order, contractor must contact the Shared Support Services Compliance Section via email at compliance@gpo.gov; via telephone at (202) 512-0520; or via facsimile at (202) 512-1364. Personnel receiving email, call, or facsimile will be unable to respond to questions of a technical nature or to transfer any inquiries.

**STORAGE OF FURNISHED PAPER STOCK:** The contractor must properly store all furnished paper stock at no cost to the Government. The contractor will be responsible for reimbursing the Government for any stock that is damaged while in their possession.

Contractor to exhaust all Government-furnished paper stock prior to using contractor-furnished paper stock.
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 orders 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 under this contract for a like period of time.

PREMIUM PAYMENTS:

For All Print Orders:

Premium payments of 5% will be authorized when proofs are returned late by the ordering agency, and the original schedule must be maintained, and will apply to all items except Item II. “PAPER” in the “SCHEDULE OF PRICES.”

For Print Orders Requiring an Accelerated Schedule:

Orders requiring an accelerated production schedule will be paid for at the premium rate in accordance with the contractor’s offered percentage in the “SCHEDULE OF PRICES.”

All other orders will be placed with the regular schedule and paid for at the basic prices offered.

Percentages offered for premium priced work are additional to the basic prices offered. Premium payments, when authorized, will apply to all items except Item II. “PAPER” in the “SCHEDULE OF PRICES.”

Failure of the contractor to deliver work at the time specified will result in disallowance of premium payments that were anticipated and the contractor will not list such items on their invoice.

It is estimated that 45% of the orders placed will require the accelerated 4-hour schedule. Premium payments will be evaluated for award. Evaluation will be effected by applying the percentage increase offered in the “SCHEDULE OF PRICES” (Item III.), to 45% of the total prices offered for all items except Item II. “PAPER.”

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

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SECTION 4.- SCHEDULE OF PRICES

Bids offered are f.o.b. destination.

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

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids may be declared 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), NA (Not Applicable), or blank spaces for an item may be declared nonresponsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the DETERMINATION OF AWARD) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

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

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

For saddle-stitched and perfect-bound products, a charge will be allowed for each text page, whether printed or blank. Unless otherwise specified, no more than three (3) blank pages shall be permitted at the end of the text for saddle-stitched products.

For the fold-ins, a charge will be allowed for each “fold-in unit.” The number of units in a particular fold-in will be determined by dividing its trim size (expressed in square inches) by 57 square inches, with any fractional remainder being counted as a whole.

NOTE: Contractor is not allowed to charge for text pages or fold-ins under both line items for black and four-color process.

No charge will be allowed for paper furnished by the Government.

I. PRINTING, BINDING, PACKING, AND DISTRIBUTION: The prices offered shall include the cost of all required materials and operations necessary (including proofs) for the printing, binding, packing, and distribution of the product listed in accordance with these specifications.

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<tr>
<th>Makeready and/or Setup (1)</th>
<th>Running Per 100 Copies (2)</th>
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<tbody>
<tr>
<td>Saddle-Stitched Products:</td>
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<tr>
<td>(a) Cover: Printing Cover 1 in black ink only, including binding ......................... per complete cover...... $___________ $___________</td>
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(Initials)
Makeready Running Per
and/or Setup 100 Copies

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<th>(b) Text: Printing in black ink only, including binding</th>
<th>per page $</th>
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<tbody>
<tr>
<td>(c) Cover: Printing Cover 1 in black ink only, including binding</td>
<td>per complete cover $</td>
<td>$</td>
</tr>
<tr>
<td>(d) Text: Printing in black ink only, including binding</td>
<td>per page $</td>
<td>$</td>
</tr>
</tbody>
</table>

Perfect-Bound Products:

| (e) Printing in four-color process, including binding and inserting pages into brief in proper sequence prior to binding | per page $ | $ |

Color Text Pages (For either binding method):

| (f) Printing one side only in black ink, including binding | per fold-in unit $ | $ |
| (g) Printing in four-color process, including binding and inserting pages into brief in proper sequence prior to binding | per fold-in unit $ | $ |
| (h) Printing on second side in black ink | per fold-in unit $ | $ |

II. PAPER: Payment for all paper supplied by the contractor under the terms of these specifications, as ordered on the individual print orders, will be based on the net number of leaves furnished for the product(s) ordered. The cost of any paper required for makeready or running spoilage must be included in the prices offered.

Computation of the net number of leaves will be based on the following:

Text- Each page-size leaf:

Covers - Two page-size leaves will be allowed for each complete cover. Prices offered must include the cost of paper for backstrip, when required.

Fold-ins - One page-size leaf will be allowed for each “fold-in unit.” The number of units in a particular fold-in will be determined by dividing its trim size (expressed in square inches) by 57 square inches, with any fractional remainder being counted as a whole.

| (a) White Antique Book (60-lb.) | $ |
| (b) White Litho (Gloss) Coated Book (60-lb.) | $ |

(Initials)
(c) White Vellum-Finish Cover (50-lb.) ..................................................................................... $___________

(d) Colored Vellum-Finish Cover (50-lb.) .................................................................................. $___________

III. PREMIUM PAYMENTS: Premium payments when authorized, will apply to all items except Item II.
“PAPER.” Percentage increase will be added to all orders which require the Accelerated Schedule.

Percentage increase.................................................................................................................. _________%

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

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

1. Proposed carrier(s) for pickup of Government Furnished Material

   a. Number of hours from acceptance of print order to pickup of Government Furnished Material........................................................................................................_____

   b. Number of hours from pickup of Government Furnished Material to delivery at contractor’s plant................................................................._____

2. Proposed carrier(s) for delivery of completed product

   a. Number of hours from notification to carrier to pickup of completed product........................................................................................................_____

   b. Number of hours from pickup of completed product to delivery at destination ........................................................................................................_____

   (Initials)
SHIPMENT(S): Shipments will be made from: City ________________________, State __________________

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

DISCOUNTS: Discounts are offered for payment as follows: ___________ Percent, ___________ calendar days. See Article 12 “Discounts” of Solicitations Provisions in GPO Contract Terms (Publication 310.2).

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

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

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

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

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 Address)
Rule 33. Document Preparation: Booklet Format: 8 1/2
by 11-Inch Paper Format

1. Booklet Format: (a) Except for a document expressly
permitted by these Rules to be submitted on 8 1/2 by 11-inch
paper, see, e.g., Rules 21, 22, and 39, every document filed
with the Court shall be prepared in a 6 1/8 by 9 1/4 inch booklet
format using a standard typesetting process (e.g., hot metal,
photocomposition, or computer typesetting) to produce text
SUPREME COURT RULE 33

printed in typographic (as opposed to typewriter) characters. The process used must produce a clear, black image on white paper. The text must be reproduced with a clarity that equals or exceeds the output of a laser printer.

(b) The text of every booklet-format document, including any appendix thereto, shall be typeset in a Century family (e.g., Century Expanded, New Century Schoolbook, or Century Schoolbook) 12-point type with 2-point or more leading between lines. Quotations in excess of 50 words shall be indented. The typeface of footnotes shall be 10-point type with 2-point or more leading between lines. The text of the document must appear on both sides of the page.

c) Every booklet-format document shall be produced on paper that is opaque, unglazed, and not less than 60 pounds in weight, and shall have margins of at least three-fourths of an inch on all sides. The text field, including footnotes, may not exceed 4 1/8 by 7 1/8 inches. The document shall be bound firmly in at least two places along the left margin (saddle stitch or perfect binding preferred) so as to permit easy opening, and no part of the text should be obscured by the binding. Spiral, plastic, metal, or string bindings may not be used. Copies of patent documents, except opinions, may be duplicated in such size as is necessary in a separate appendix.

d) Every booklet-format document shall comply with the word limits shown on the chart in subparagraph 1(g) of this Rule. The word limits do not include the questions presented, the list of parties and the corporate disclosure statement, the table of contents, the table of cited authorities, the listing of counsel at the end of the document, or any appendix. The word limits include footnotes. Verbatim quotations required under Rule 14.1(f) and Rule 24.1(f), if set out in the text of a brief rather than in the appendix, are also excluded. For good cause, the Court or a Justice may grant leave to file a document in excess of the word limits, but application for such leave is not favored. An application to exceed word limits shall comply with Rule 22 and must be received by the Clerk at least 15 days before the filing date.
of the document in question, except in the most extraordinary circumstances.

(e) Every booklet-format document shall have a suitable cover consisting of 65-pound weight paper in the color indicated on the chart in subparagraph 1(g) of this Rule. If a separate appendix to any document is filed, the color of its cover shall be the same as that of the cover of the document it supports. The Clerk will furnish a color chart upon request. Counsel shall ensure that there is adequate contrast between the printing and the color of the cover. A document filed by the United States, or by any other federal party represented by the Solicitor General, shall have a gray cover. A joint appendix, answer to a bill of complaint, motion for leave to intervene, and any other document not listed in subparagraph 1(g) of this Rule shall have a tan cover.

(f) Forty copies of a booklet-format document shall be filed, and one unbound copy of the document on 8½ by 11-inch paper shall also be submitted.

(g) Word limits and cover colors for booklet-format documents are as follows:

<table>
<thead>
<tr>
<th>Type of Document</th>
<th>Word Limits</th>
<th>Color of Cover</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Petition for a Writ of Certiorari (Rule 14); Motion for Leave to File a Bill of Complaint and Brief in Support (Rule 17.3); Jurisdictional Statement (Rule 18.3); Petition for an Extraordinary Writ (Rule 20.2)</td>
<td>9,000</td>
<td>white</td>
</tr>
<tr>
<td>(ii) Brief in Opposition (Rule 15.3); Brief in Opposition to Motion for Leave to File an Original Action (Rule 17.5); Motion to Dismiss or Affirm (Rule 18.6); Brief in Opposition to Mandamus or Prohibition (Rule 20.3(b)); Response to a Petition for Habeas Corpus (Rule 20.4); Respondent's Brief in Support of Certiorari (Rule 12.6)</td>
<td>9,000</td>
<td>orange</td>
</tr>
<tr>
<td>(iii) Reply to Brief in Opposition (Rules 15.6 and 17.5); Brief Opposing a Motion to Dismiss or Affirm (Rule 18.8)</td>
<td>3,000</td>
<td>tan</td>
</tr>
<tr>
<td>(iv) Supplemental Brief (Rules 15.8, 17, 18.10, and 25.6)</td>
<td>3,000</td>
<td>tan</td>
</tr>
<tr>
<td>(v) Brief on the Merits for Petitioner or Appellant (Rule 24); Exceptions by Plaintiff to Report of Special Master (Rule 17)</td>
<td>15,000</td>
<td>light blue</td>
</tr>
</tbody>
</table>
SUPREME COURT RULE 33

(vi) Brief on the Merits for Respondent or Appellee (Rule 24.2); Brief on the Merits for Respondent or Appellee Supporting Petitioner or Appellant (Rule 12.6); Exceptions by Party Other Than Plaintiff to Report of Special Master (Rule 17) 15,000 light red
(vii) Reply Brief on the Merits (Rule 24.4) 6,000 yellow
(viii) Reply to Plaintiff’s Exceptions to Report of Special Master (Rule 17) 15,000 orange
(ix) Reply to Exceptions by Party Other Than Plaintiff to Report of Special Master (Rule 17) 15,000 yellow
(x) Brief for an Amicus Curiae at the Petition Stage or pertaining to a Motion for Leave to file a Bill of Complaint (Rule 37.2) 6,000 cream
(xi) Brief for an Amicus Curiae in Support of the Plaintiff, Petitioner, or Appellant, or in Support of Neither Party, on the Merits or in an Original Action at the Exceptions Stage (Rule 37.3) 9,000 light green
(xii) Brief for an Amicus Curiae in Support of the Defendant, Respondent, or Appellee, on the Merits or in an Original Action at the Exceptions Stage (Rule 37.3) 9,000 dark green
(xiii) Petition for Rehearing (Rule 44) 3,000 tan

(h) A document prepared under Rule 33.1 must be accompanied by a certificate signed by the attorney, the unrepresented party, or the preparer of the document stating that the brief complies with the word limitations. The person preparing the certificate may rely on the word count of the word processing system used to prepare the document. The word-processing system must be set to include footnotes in the word count. The certificate must state the number of words in the document. The certificate shall accompany the document when it is presented to the Clerk for filing and shall be separate from it. If the certificate is signed by a person other than a member of the Bar of this Court, the counsel of record, or the unrepresented party, it must contain a notarized affidavit or declaration in compliance with 28 U.S.C. § 1746.

2. 8½- by 11-inch Paper Format: (a) The text of every document, including any appendix thereto, expressly permit-
ted by these Rules to be presented to the Court on 8½ by 11-inch paper shall appear double-spaced, except for indented quotations, which shall be single spaced, on opaque, un-glazed, white paper. The document shall be stapled or bound at the upper left-hand corner. Copies, if required, shall be produced on the same type of paper and shall be legible. The original of any such document (except a motion to dismiss or affirm under Rule 18.6) shall be signed by the party proceeding pro se or by counsel of record who must be a member of the Bar of this Court or an attorney appointed under the Criminal Justice Act of 1964, see 18 U.S.C. § 3006A(d)(6), or under any other applicable federal statute. Subparagraph 1(g) of this Rule does not apply to documents prepared under this paragraph.

(b) Page limits for documents presented on 8½ by 11-inch paper are: 40 pages for a petition for a writ of certiorari, jurisdictional statement, petition for an extraordinary writ, brief in opposition, or motion to dismiss or affirm; and 15 pages for a reply to a brief in opposition, brief opposing a motion to dismiss or affirm, supplemental brief, or petition for rehearing. The exclusions specified in subparagraph 1(d) of this Rule apply.

**Rule 34. Document Preparation: General Requirements**

Every document, whether prepared under Rule 33.1 or Rule 33.2, shall comply with the following provisions:

1. Each document shall bear on its cover, in the order indicated, from the top of the page:
   
   (a) the docket number of the case or, if there is none, a space for one;
   
   (b) the name of this Court;
   
   (c) the caption of the case as appropriate in this Court;
   
   (d) the nature of the proceeding and the name of the court from which the action is brought (e.g., “On Petition for Writ of Certiorari to the United States Court of Appeals for the Fifth Circuit”; or, for a merits brief, “On Writ of Certiorari to the United States Court of Appeals for the Fifth Circuit”);
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(e) the title of the document (e. g., “Petition for Writ of Certiorari,” “Brief for Respondent,” “Joint Appendix”):

(f) the name of the attorney who is counsel of record for the party concerned (who must be a member of the Bar of this Court except as provided in Rule 9.1) and on whom service is to be made, with a notation directly thereunder identifying the attorney as counsel of record and setting out counsel’s office address, e-mail address, and telephone number. Only one counsel of record may be noted on a single document, except that counsel of record for each party must be listed on the cover of a joint appendix. The names of other members of the Bar of this Court or of the bar of the highest court of State acting as counsel, and, if desired, their addresses, may be added, but counsel of record shall be clearly identified. Names of persons other than attorneys admitted to a state bar may not be listed, unless the party is appearing pro se, in which case the party’s name, address, and telephone number shall appear.

(g) The foregoing shall be displayed in an appropriate typographical manner and, except for identification of counsel, may not be set in type smaller than standard 11-point, if the document is prepared as required by Rule 33.1.

2. Every document (other than a joint appendix), that exceeds 1,500 words when prepared under Rule 33.1, or that exceeds five pages when prepared under Rule 33.2, shall contain a table of contents and a table of cited authorities (i. e., cases alphabetically arranged, constitutional provisions, statutes, treatises, and other materials) with references to the pages in the document where such authorities are cited.

3. The body of every document shall bear at its close the name of counsel of record and such other counsel, identified on the cover of the document in conformity with subparagraph 1(f) of this Rule, as may be desired.

4. Every appendix to a document must be preceded by a table of contents that provides a description of each document in the appendix.

5. All references to a provision of federal statutory law should ordinarily be cited to the United States Code, if the
provision has been codified therein. In the event the provision has not been classified to the United States Code, citation should be to the Statutes at Large. Additional or alternative citations should be provided only if there is a particular reason why those citations are relevant or necessary to the argument.

6. A case in which privacy protection was governed by Federal Rule of Appellate Procedure 25(a)(5), Federal Rule of Bankruptcy Procedure 9087, Federal Rule of Civil Procedure 5.2, or Federal Rule of Criminal Procedure 49.1 is governed by the same Rule in this Court. In any other case, privacy protection is governed by Federal Rule of Civil Procedure 5.2, except that Federal Rule of Criminal Procedure 49.1 governs when an extraordinary writ is sought in a criminal case. If the Court schedules briefing and oral argument in a case that was governed by Federal Rule of Civil Procedure 5.2(c) or Federal Rule of Criminal Procedure 49.1(c), the parties shall submit electronic versions of all prior and subsequent filings with this Court in the case, subject to the redaction Rules set forth above.