

Prog: 404-s						
Title: Legal Briefs and Reports						
Agency: Department of Justice (DOJ)						
Term: Beginning 06.01.2023 and ending 05.31.2024						
				CURRENT CONTRACTOR		
			BALMAR LLC		BALMAR LLC	
			Springfield, VA		Springfield, VA	
ITEM NO.	DESCRIPTION	BASIS OF AWARD	UNIT RATE	COST	UNIT RATE	COST
I.	PRINTING, BINDING, PACKING AND DISTRIBUTION:					
	Saddle-Stitched Products:					
(a)	Cover: Printing in black ink only, including binding.....complete cover.....					
	(1) <u>Makeready and/or Setup</u>	207	95.76	19,822.32	75.00	15,525.00
	(2) <u>Running Per 100 Copies</u>	201	23.94	4,811.94	18.75	3,768.75
(b)	Text: Printing in black ink only, including binding.....per page.....					
	(1) <u>Makeready and/or Setup</u>	5637	7.98	44,983.26	6.25	35,231.25
	(2) <u>Running Per 100 Copies</u>	5618	1.60	8,988.80	1.25	7,022.50
	Perfect-Bound Products:					
(c)	Cover Printing in black ink only, including binding.....per complete cover.....					
	(1) <u>Makeready and/or Setup</u>	62	95.76	5,937.12	75.00	4,650.00
	(2) <u>Running Per 100 Copies</u>	60	23.94	1,436.40	18.75	1,125.00
(d)	Text: Printing in black ink only, including binding.....per page.....					
	(1) <u>Makeready and/or Setup</u>	5947	7.15	42,521.05	5.60	33,303.20
	(2) <u>Running Per 100 Copies</u>	4868	1.98	9,638.64	1.55	7,545.40
	Color Text Pages (in either binding method):					
(e)	Printing in four-color process, including binding.....per page.....					
	(1) <u>Makeready and/or Setup</u>	6	7.98	47.88	N/C	0.00
	(2) <u>Running Per 100 Copies</u>	3	1.69	5.07	1.25	3.75
	Fold-ins:					
(f)	Printing one side only in black ink, including binding and insertng page into briefs in proper sequence prior to binding.....per fold-in unit.....					
	(1) <u>Makeready and/or Setup</u>	3	63.84	191.52	50.00	150.00
	(2) <u>Running Per 100 Copies</u>	11	15.96	175.56	12.50	137.50
(g)	Printing one side only in four-color process, including binding and inserting page into briefs in proper sequence prior to binding.....per fold-in unit.....					
	(1) <u>Makeready and/or Setup</u>	3	N/C	0.00	N/C	0.00
	(2) <u>Running Per 100 Copies</u>	2	19.15	38.30	15.00	30.00
(h)	Printing on second side in black ink.....per fold-in unit.....					
	(1) <u>Makeready and/or Setup</u>	3	31.92	95.76	25.00	75.00
	(2) <u>Running Per 100 Copies</u>	2	11.17	22.34	8.75	17.50



U.S. GOVERNMENT PUBLISHING OFFICE

Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

***Legal Briefs and Reports***

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

Department of Justice (DOJ)

Single Award

**TERM OF CONTRACT:** The term of this contract is for the period beginning June 1, 2023, and ending May 31, 2024, plus up to four (4) optional 12-month extension periods that may be added by the "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in SECTION 1 of this contract.

**BID OPENING:** Bids shall be opened at 11: 00 a.m., prevailing Washington, DC Time, on May 12, 2023, at the Government Publishing Office, Washington, DC. (Due to the COVID-19 pandemic, this will NOT be a public bid opening.)

**BID SUBMISSION:** Due to the COVID-19 pandemic, the physical office, in Washington, DC, will NOT be open to the public. Based on this, bidders must submit email bids for this solicitation to: [bidsapsdc@gpo.gov](mailto:bidsapsdc@gpo.gov). No other method of bid submission will be accepted at this time. The program number and bid opening date must be specified in the subject line of the emailed bid submission.

Bids received after 11:00 a.m. on the bid opening date specified above will not be considered for award.

**PRODUCTION AREA:** It is assumed that all production facilities used in the manufacture of the product(s) ordered under this contract will be located within a 70-mile radius of zero milestones Washington, DC.

Any bidder intending to use production facilities outside this area should furnish information, with the bid, which will on its face demonstrate the 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.

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

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

## SECTION 1. - GENERAL TERMS AND CONDITIONS

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

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

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

**SUBCONTRACTING:** The provisions of GPO Publication 310.2 are modified to permit subcontracting of four-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 "PREAWARD PRODUCTION PLANS, *Security Control Plans*" 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 the new subcontractor's information to the Government for approval five (5) calendar days prior to the start of production at that facility.

**GPO IMPRINT REQUIREMENTS:** The GPO imprint requirement, GPO Contract Terms, Supplemental Specification, 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:

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	O.K. Proofs/Average Type Dimension/ Electronic Media
P-10. Process Color Match	Electronic Media

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 added under this clause. Further extension may be negotiated under the “EXTENSION OF CONTRACT TERM” clause. See also “ECONOMIC PRICE ADJUSTMENT” for authorized pricing adjustments(s).

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

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

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from June 1, 2023, to May 31, 2024, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

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

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending 3 months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending February 28, 2023, 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.

**PREAWARD SURVEY:** In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct an on-site preaward survey at the contractor's/subcontractor's facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract. As part of the financial determination, the contractor in line for award may be required to provide one or more of the following financial documents:

- 1) Most recent profit and loss statement
- 2) Most recent balance sheet
- 3) Statement of cash flows
- 4) Current official bank statement
- 5) Current lines of credit (with amounts available)
- 6) Letter of commitment from paper supplier(s)

7) Letter of commitment from any subcontractor

The documents will be reviewed to validate that adequate financial resources are available to perform the contract requirements. Documents submitted will be kept confidential and used only for the determination of responsibility by the Government. Failure to provide the requested information in the time specified by the Government may result in the Contracting Officer not having adequate information to reach an affirmative determination of responsibility.

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

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

**SENSITIVE BUT UNCLASSIFIED (SBU):** Any Department of Justice information made available, which is marked “Official Use Only” on the print order or on any part of the furnished material, shall be used only for the purpose of carrying out the provisions of this contract, and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. All copies must be accounted for and waste sheets and printing plates destroyed beyond recognition or reconstruction. (See “DISPOSAL OF WASTE MATERIALS.”)

**SECURITY WARNING:** Proper control and handling must be maintained at all times to prevent any information or materials required to produce the product ordered under these specifications from falling into unauthorized hands. Unless otherwise indicated herein, all erroneous/extra copies produced by the contractor are to be destroyed beyond recognition by means of abrasive destruction, burning, shredding, or other methods that guarantee complete protection against access.

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

**DISPOSAL OF WASTE MATERIALS:** The contractor is required to demonstrate how all waste materials used in the production of sensitive information will be definitively destroyed, i.e., burning, pulping, shredding, macerating, or other suitable similar means. Electronic records must be definitively destroyed in a manner that prevents reconstruction. *Definitively* destroying the records means the material cannot be reassembled and used in an inappropriate manner in violation of law and regulations. *Sensitive* records are records that are national security classified or exempted from disclosure by statute, including the Privacy Act or regulation.

If the contractor selects shredding as a means of disposal, it is preferred that a cross-cut shredder be used. If a strip shredder is used, the strips must not exceed one-quarter inch.

The contractor must provide the method planned to dispose of the materials. A Government representative may be required to be present for the disposal of waste materials. At Government’s option, contractor may be required to return all waste materials to the ordering agency. Disposal of waste materials cannot be subcontracted.

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

- Physical security controls
- Identification and authentication controls
- System accountability controls
- Systems access controls
- Protection of residual data

- Backup procedures
- Fire detection and annunciation
- Contingency plans
- Personnel security

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

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

THESE PROPOSED PLANS ARE SUBJECT TO REVIEW AND APPROVAL BY THE GOVERNMENT, AND AWARD WILL NOT BE MADE PRIOR TO APPROVAL OF THE SAME. THE GOVERNMENT RESERVES THE RIGHT TO WAIVE ANY OR ALL OF THESE PLANS.

*Option Years:* For each option year that may be exercised, the contractor will be required to re-submit, in writing, the above plans detailing any changes and/or revisions that may have occurred. The contractor should be prepared to submit these plans to GPO within three (3) workdays of notification of the option year being exercised.

If there are no changes/revisions, the contractor will be required to submit to the Contracting Officer a statement confirming that the current plans are still in effect.

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

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

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

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

The Security Control Plans shall provide in detail, at a minimum:

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

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

**Contingency 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, national emergency, pandemic, etc.) the contractor is unable to perform, contractor must have a continuity plan in place to produce the briefs and reports.

These plans must include the location of the facility to be used, security plans at that facility, and a timetable for the start of production at that facility. Part of this plan must also include the transportation of Government materials from one facility to the other.

**PREAWARD TEST:** The contractor being considered for award will be required to demonstrate the ability to produce 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.

The document furnished (via email) will consist of one Merit Brief of approximately 100 pages using the same media stipulated in these specifications, representative of the type of materials to be furnished on this contract.

The contractor will be required to preflight, print, and bind (as specified) in accordance with the specifications herein. Printed/bound test samples must be printed on the required paper as specified under "STOCK/PAPER."

The contractor must submit 15 preaward test samples as follows:

Five (5) preaward test samples to Department of Justice, Attn: Brian Hicks, DTP unit, Room 6638, 950 Pennsylvania Avenue, NW, Washington, DC 20530.

Contractor must submit preaward test samples within 24 hours of receipt of furnished test materials.

Contractor must notify via email to Margaret Irvin at [margaret.d.irvine@usdoj.gov](mailto:margaret.d.irvine@usdoj.gov), and Cecilia Dominguez at [cdominguezcastro@gpo.gov](mailto:cdominguezcastro@gpo.gov) on the same day as the delivery of the preaward samples.

If preaward test samples are disapproved by the Government, the contractor may be permitted, at the option of the Government, additional time to correct defects and/or submit revised test samples if so notified by the Contracting Officer. (The time allowed to provide additional test material may differ depending upon the nature of the defects noted and will be specified when notification is given.)

In the event the revised preaward test samples 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 a reason for a determination of non-responsibility.

Failure to deliver completed preaward test samples within the stated time period may disqualify the contractor from further consideration for award.

All operations necessary in the performance of this test shall be performed at the facility(ies) and on the equipment in which the contract production will be performed.

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

**PREAWARD PAPER SAMPLES:** The contractor being considered for award may be required to furnish samples of the paper to be used in the production of the contract requirements. (NOTE: The preaward paper samples may be waived by the Contracting Officer.)



The sample requirement is no less than 25 sheets of each stock. Each sheet sample shall be 8-1/2 x 11" and must be of the kind and quality required by the specifications (see "STOCK/PAPER" as specified herein). The container and accompanying documentation shall be marked PAPER SAMPLES, and shall include the GPO Program Number.

Samples will be inspected and tested and must comply with the specifications as to the kind and quality of materials.

Samples must be submitted within three (3) workdays of receipt of notification by GPO.

Submit samples to the GPO, Quality Control for Published Products, Attn: John Carey, Mail Stop CSPS Room C613, 732 North Capitol Street, NW, Washington, DC 20401. (Contractor must notify [cdominguezcastro@gpo.gov](mailto:cdominguezcastro@gpo.gov) when the paper samples are delivered to GPO.)

All samples submitted by a paper mill or a contractor must be labeled as to the JCP Code, paper weight, and paper manufacturer. Additionally, the package must clearly identify the program number and contractor on whose behalf the paper samples are being submitted. Any package not properly identified/labeled and/or has less than the specified 25 sheets will not be tested.

If the preaward paper samples are disapproved by the Government, the contractor may be permitted, at the option of the Government, additional time to submit additional samples if so notified by the Contracting Officer.

In the event the revised samples 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 a reason for a determination of non-responsibility.

Failure to deliver the paper samples within the stated time period may disqualify the contractor from further consideration for award.

Samples will not be returned to the contractor.

No charges will be allowed for these preaward paper samples.

**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 June 1, 2023, through May 31, 2024, 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 the period specified herein. Delivery of items or performance of work shall be made only as authorized by orders issued under the clause entitled "ORDERING." The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated," it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements above the limit on total orders under this contract if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required because of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued under the "ORDERING" clause of this contract.

**PRIVACY ACT NOTIFICATION:** This procurement action requires the contractor to do one or more of the following: design, develop, or operate a system of records on individuals to accomplish an agency function in accordance with the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties as stated in 5 U.S.C. 552a (i)(1) CRIMINAL PENALTIES. It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a, specifically, 5 U.S.C. 552a (i)(1) CRIMINAL PENALTIES and m(1) GOVERNMENT CONTRACTORS.

#### **PRIVACY ACT**

(a) The contractor agrees:

- (1) To comply with the Privacy Act of 1974 and the rules and regulations issued pursuant to the Act in the design, development, or operation of any system of records on individuals in order to accomplish an agency function when the contract specifically identifies (i) the system or systems of records and (ii) the work to be performed by the contractor in terms of any one or combination of the following: (A) Design, (B) development, or (C) operation;
- (2) To include the solicitation notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation when the statement of work in the proposed subcontract requires the design, development, or operation of a system of records on individuals to accomplish an agency function; and
- (3) To include this clause, including this paragraph (3), in all subcontracts awarded pursuant to this contract which require the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved where the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency where the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act when the contract is for the operation of a system of records on individuals to accomplish an agency function, the contractor and any employee of the contractor is considered to be an employee of the agency.

(c) The terms used in this clause have the following meanings:

- (1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records including the collection, use, and dissemination of records.
- (2) "Record" means any item, collection or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.
- (3) "System of records" on individuals means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

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

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

**PAYMENT:** Submitting invoices for payment via the GPO fax gateway (if no samples are required) utilizing the GPO barcode coversheet program application is the most efficient method of receiving payment. Instruction for using this method can be found at the following web address:

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

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

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

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

## SECTION 2. – SPECIFICATIONS

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

**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 five (5) 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”.

**GOVERNMENT TO FURNISH:** Electronic media will be furnished as follows:

Platform: Microsoft Windows 10 or higher.

Storage Media: Email, SFTP.

Software: Adobe Acrobat Pro DC (or later).

NOTE: All Government 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.

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 the completion of the contract.

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

*Cover Stock:* Peach Tan Vellum-Finish Cover, basis weight: 50 lbs. per 500 sheets, 25-1/4 x 38”, equal to JCP Code L20. (See “CONTRACTOR TO FURNISH.”)

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

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

*Secure File Transfer Protocols (SFTP) Site* – The contractor must be able to accept files electronically via a secure contractor-hosted SFTP or secure managed file transfer service (MFT). Appropriate log-on details and instructions for file uploads must be provided at the time of award. The contractor-hosted SFTP or MFT must have a secure configuration baseline applied and must meet minimum federal security requirements for encryption. Upon contract completion, DOJ data stored in SFTP directories or MFT systems must be deleted.

For each brief that the Department of Justice transmits electronically, the contractor will provide the following information via email to the person indicated on the print order (GPO Form 2511):

- Cover sheet, which includes the case name(s), case number(s), number of pages, and print order number received.
- A statement that the electronic transmission of the brief was error-free; and that all pages are complete and ready for production. The contractor must notify the Department of Justice no later than 30 minutes after receipt of the electronically transmitted brief.

*Ordering Instructions for Cover Stock* – The Government furnished stock for the Peach Tan Vellum-Finish cover stock only must be ordered through the DOJ. The contractor must contact the DOJ immediately after award to arrange one (1) pickup from the DOJ Warehouse located at 3601 Pennsy Road, Landover, MD 20785, Attn: Harry Bharat, (202) 316-6430. The contractor will not be entitled to any additional time in the schedule due to the contractor's failure to order/pick up this stock in sufficient time to meet the requirements of the contract schedule.

The contractor does not pay for the paper; however, the contractor is responsible for prepaying for the freight or any other charges related to obtaining the paper. Charges incurred by the contractor for pickup of DOJ-furnished stock via small package carrier will be reimbursable upon submission of shipping receipts with the billing invoice.

Under no circumstances will the paper furnished by the Government be used for any purpose other than for producing the products under this contract. (See "STORAGE" and "CONTRACT EXPIRATION" specified herein for additional information.)

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

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.

It is anticipated that the Government will make all necessary changes to the electronic file.

**PROOFS:** One (1) Press Quality PDF soft proof (for content only) using the same Raster Image Processor (RIP) that will be used to produce the final printed product. The PDF proof will be evaluated for text flow, image position, and color breaks. The proof will not be used for color match.

If any contractor's errors are serious enough in the opinion of the Government 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.

Contractor must not print prior to the 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. 13” dated September 2019.

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

All text paper used in each copy must be of a uniform shade.

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

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

White Gloss-Coated Text, basis weight: 60 lbs. per 500 sheets, 25 x 38”, equal to JCP Code A180.

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

NOTE: See “CONTRACTOR TO FURNISH” for additional information. Only the Peach Tan Vellum-Finish cover stock will be furnished by the DOJ. Contractor is responsible for furnishing all other required stock.

**PRINTING:** At the contractor’s option, the product may be produced via conventional offset or digital printing provided that Quality Level III 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.

*Text:* Print text head-to-head in black ink.

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

*Fold-ins:* Print face only or face and back in black ink. An occasional fold-in may require four-color process printing on one side only.

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

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

**Perfect-Bound Products:** Perfect-bind text and wraparound cover; trim three sides.

*Fold-ins:* 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". When ordered, fold-ins 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.

All shipments which fill less than a shipping container must be packaged with materials of sufficient strength and durability and in such a manner that will guarantee that the product will not be damaged and the package will not open nor split during shipping or delivery process.

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

**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 subplot. The contractor will be required to certify that the copies were selected as directed using GPO Form 917 – Certificate of Selection of Random Copies which can be located on [GPO.gov](http://GPO.gov). Copies will be paid for at the running rate offered in the contractor's bid, 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 the GPO program, jacket, and print order numbers must be furnished with billing as evidence of mailing.

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

Complete address and quantity 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.

Upon completion of each order, the contractor must notify the ordering agency (on the same day the order delivers) via email to the address indicated on the print order. The subject line of the email shall be "Distribution Notice for Program 404-S, Print Order XXXXX, Jacket Number XXX-XXX." The notice must provide all applicable tracking numbers, delivery method, and title of the product. Contractor must be able to provide copies of all delivery receipts upon agency request.

All expenses incidental to picking up and returning furnished materials (as applicable), maintaining SFTP site, submitting proofs, and furnishing sample copies 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).

PDF soft proofs must be emailed to the ordering agency at the email address specified on the print order.

The Government will notify the 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 a contractor's error/fault must be reprinted, and copies must be received at the 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 cancellation or stoppage, and in accordance with the prices offered in the "SCHEDULE OF PRICES."

No definite schedule for placement of orders can be predetermined.

The following schedules begin the SAME day as notification of the availability of the print order and furnished material; the SAME workday as notification will be the first workday of the schedule.

***Regular Schedule:*** Approximately 50% of the orders placed will require a regular schedule.

- Contractor must complete production and distribution within one (1) workday of receipt of the 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 be delivered 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 the 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 proofs are requested, the Government will still require the delivery of the order to 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.
- All proof and transit time are included in the one (1) workday schedule.



***Accelerated Schedule:*** Approximately 50% 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 the accelerated 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 the 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 specified.

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

For compliance reporting purposes, the contractor is to notify the U.S. Government Publishing Offices of the date of shipment or delivery. Upon completion of each order, contractor must contact the Shared Support Services Compliance Section via email at [compliance@gpo.gov](mailto:compliance@gpo.gov), or via telephone at (202) 512.0520. Personnel receiving email or call will be unable to respond to questions of a technical nature or to transfer any inquiries.

**STORAGE:** The contractor must properly store all furnished paper stock in a manner that provides protection from any type of damage, especially from the elements.

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. The contractor will be responsible for reimbursing the Government for any stock that is damaged while in their possession.

**CONTRACT EXPIRATION:** The contractor must return any unused paper stock to the DOJ upon completion of the contract.

### 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.

**PREMIUM PAYMENTS:** Orders requiring the accelerated schedule will be paid for at the premium rate under 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 for units of work. 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 billing invoice.

It is estimated that 50% of all orders placed on this contract will require an accelerated schedule. Premium payments for an accelerated schedule will be evaluated for award. Evaluation will be affected by applying the percentage increase, offered for the accelerated schedule in the "SCHEDULE OF PRICES" (Item III.), to 50% of the prices offered for all items, except Item II., "PAPER."

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

	(1)	(2)
I. (a)	207	201
(b)	5,637	5,618
(c)	62	60
(d)	5,947	4,868
(e)	6	3
(f)	3	11
(g)	3	2
(h)	3	2
II. (a)	5,243	
(b)	25	
(c)	3	
(d)	512	

#### SECTION 4. - SCHEDULE OF PRICES

Bids offered are f.o.b. destination.

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

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

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government. Bids submitted with NB (No Bid), NA (Not Applicable), or blank spaces for an item may be declared non-responsive.

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

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

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.

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

Cost of all required paper must be charged under Item II., "PAPER."

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

**I. PRINTING, BINDING, PACKING, AND DISTRIBUTION:** Prices offered must be all inclusive, as applicable and must 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.

	<u>Makeready and/or Setup</u> (1)	<u>Running Per 100 copies</u> (2)
<b><i>Saddle-Stitched Products:</i></b>		
(a) Cover: Printing in black ink only, including binding.....	per complete cover..... \$ _____	\$ _____
(b) Text: Printing in black ink only, including binding.....	per page..... \$ _____	\$ _____

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

	<u>Makeready and/or Setup</u> (1)	<u>Running Per 100 copies</u> (2)
<b><i>Perfect-Bound Products:</i></b>		
(c) Cover: Printing in black ink only, including binding..... per complete cover.....	\$ _____	\$ _____
(d) Text: Printing in black ink only, including binding..... per page.....	\$ _____	\$ _____

***Color Text Pages (in either binding method):***

(e) Printing in four-color process, including binding..... per page.....	\$ _____	\$ _____
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***Fold-ins:***

(f) Printing one side only in black ink, including binding and inserting page into briefs in proper sequence prior to binding..... per fold-in unit.....	\$ _____	\$ _____
(g) Printing one side only in four-color process, including binding and inserting page into briefs 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.

NOTE: Contractor is not allowed to charge for any cover stock furnished by the Government.

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.

	Per 100 Leaves
(a) White Antique Text (60-lb.) .....	\$ _____
(b) White Gloss-Coated Text (60-lb) .....	\$ _____
(c) White Vellum-Finish Cover (50-lb.) .....	\$ _____
(d) Colored Vellum-Finish Cover (50-lb.) .....	\$ _____

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

**III. PREMIUM PAYMENTS:** Premium payments, when authorized, will apply to all items except Item II., "PAPER." The 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 the contractor's plant .....
2. Proposed carrier(s) for delivery of completed product \_\_\_\_\_
  - a. Number of hours from notification to carrier to pickup of completed product.....
  - b. Number of hours from pickup of completed product to delivery at destination .....

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

**SHIPMENTS:** Shipments will be made from: City \_\_\_\_\_ State \_\_\_\_\_.

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

**DISCOUNTS:** Discounts are offered for payment as follows: \_\_\_\_\_ Percent \_\_\_\_\_ Calendar Days. See Article 12 "Discounts" of Solicitations Provisions in GPO Contract Terms (Publication 310.2).

**AMENDMENT(S):** Bidder hereby acknowledges amendment(s) number(ed) \_\_\_\_\_.

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

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

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

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

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

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

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

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

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**THIS SECTION FOR GPO USE ONLY**

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

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**Rule 33. Document Preparation: Booklet Format; 8½-  
by 11-Inch Paper Format**

1. *Booklet Format:* (a) Except for a document expressly permitted by these Rules to be submitted on 8½- by 11-inch paper, see, *e. g.*, Rules 21, 22, and 39, every document filed with the Court shall be prepared in a 6½- by 9¼-inch booklet format using a standard typesetting process (*e. g.*, hot metal, photocomposition, or computer typesetting) to produce text

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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  $4\frac{1}{8}$  by  $7\frac{1}{8}$  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:

Type of Document	Word Limits	Color of Cover
(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)	9,000	white
(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)	9,000	orange
(iii) Reply to Brief in Opposition (Rules 15.6 and 17.5); Brief Opposing a Motion to Dismiss or Affirm (Rule 18.8)	3,000	tan
(iv) Supplemental Brief (Rules 15.8, 17, 18.10, and 25.6)	3,000	tan
(v) Brief on the Merits for Petitioner or Appellant (Rule 24); Exceptions by Plaintiff to Report of Special Master (Rule 17)	15,000	light blue

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(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 <i>Amicus Curiae</i> 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 <i>Amicus Curiae</i> 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 <i>Amicus Curiae</i> 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 papers shall appear double spaced, except for indented quotations, which shall be single spaced, on opaque, unglazed, 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 9037, 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.