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**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

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**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 BACKGROUND AND INTRODUCTION**

The United States Courts of Appeals issue their opinions in electronic and written form. Circuit Judges; federal district, magistrate, and bankruptcy judges within the circuits; other courts and court units; the practicing bar; and the general public require copies of the courts' decisions. To meet this need, the courts arrange to have copies of their opinions printed and mailed to their subscribers.

Because of the great demand among judges and the participating bar to review the courts' opinions in slip opinion form promptly upon issuance, the courts have traditionally contracted with a printer to process the volume of opinions required in a timely fashion. The courts place a high priority on the accuracy of their opinions and some courts utilize the services of a contractor skilled in proofreading in order to achieve the high standards they have set. The courts also demand that the appearance of the finished opinion be of superior industry quality.

Some courts require that electronic versions of their slip opinions be transmitted to the clerk when the printed version is mailed. The electronic versions are made available to persons and organizations who have access to the courts' Internet or Intranet sites and are relied upon by them in place of the printed version. The courts may also use the electronic versions provided by the printer to archive their opinions in electronic format.

**C.2 SCOPE OF THE CONTRACT**

Services required by this solicitation include, but are not limited to, proofreading and correcting text material provided by the courts, formatting the opinion, printing the required number of court opinion copies, transmitting data electronically, and mailing, or delivering by other methods, printed opinions to the court and subscribers.

To accomplish the printing of opinions, Contractors shall provide computer-assisted photo typesetting and printing of opinions by photo-offset, laser offset, or a comparable process, in accordance with the specifications in this Section. Reproduction using a Docutech system in lieu of offset reproduction is acceptable in all but the 7<sup>th</sup> Circuit. Photocopying is NOT an acceptable method for reproduction.

**C.3 OPINION FORMAT**

**C.3.1** Opinions shall be formatted as required in Attachment J-2, items 5 through 29 and as follows:

**C.3.2** Text shall be printed on front and back of each page.

**C.3.3** "United States Court of Appeals, \_\_\_\_\_ Circuit" or "United States Court of Appeals for the \_\_\_\_\_ Circuit," depending upon the preference of each

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**USCA-00-C-006**

individual court, shall be printed on the cover page of each opinion as shown on the headings in the sample opinions, Attachment J-4.

- C.3.4** Grade of paper shall be at least No. 1 Offset, Substance 50, equal to JCP A61; weight equal to 20/50 pounds offset or better; and color as shown in Attachment J-2, item 23 and in the sample opinions contained in Attachment J-4.
- C.3.5** Each opinion shall be collated and stapled (two staples), as shown in the sample opinions, Attachment J-4.
- C.3.6** No editorial summary, comments, logo or other notation shall be included by the contractor in the printed opinion, unless otherwise specified in Attachment J-2, item 1.
- C.3.7** Italic and boldface type, type features, and standard symbols shall be employed where specified in the opinions transmitted by the court.
- C.3.8** If there is more than one opinion in a case, the succeeding opinion shall commence where specified in Attachment J-2, item 26.
- C.3.9** Listing of counsel may be required as specified in Attachment J-2, item 28.
- C.3.10** If a court of appeals requires the listing of counsel, the separation of that listing and the opinion text shall be as specified in Attachment J-2, item 29.
- C.3.11** The format for printed opinions for each circuit shall conform to the sample opinions which are contained in Attachment J-4 of this RFP. All font styles, type size, centering, spacing, footnote style, and headings shall conform, as closely as possible, to the sample opinions of the court.
- C.3.12** The opinion and copies shall be produced in a consistent, standard font type that is readable, of the size and scale as specified (as shown) in the sample slip opinions, Attachment J-4, and be of consistent quality. Defects such as, but not limited to, smears, smudges, incomplete type, blurred lines, unnecessary characters, crimped pages, or uneven edges, are unacceptable and may be cause for rejection and reprint in accordance with C.10.7.
- C.3.13** Four courts require that the last page of every opinion shall be left blank (see Attachment J-2, item 27).
- C.3.14** Some courts require that opinions shall have continuity of numerical pagination from page to page and from opinion to opinion, as received, and shall be printed in chronological sequence (see Attachment J-2, item 22). For the 3<sup>rd</sup> Circuit, the contractor shall confirm that footnotes are numbered consecutively within each opinion, with footnotes in a separate concurrence or dissent beginning again with the number "1".

**C.4            PROOFREADING**

- C.4.1**            The contractor is required to perform the minimal task of ensuring uniformity of format and identifying any discontinuities in the electronic transmission of opinions (see Attachment J-2, item 30). The contractor may be required to perform other proofreading responsibilities as specified below.
- C.4.1.a**            Specific courts require the contractor to employ a skilled proofreader or an attorney with experience reviewing federal appellate opinions employed by the contractor to proofread all opinions prior to printing (see Attachment J-2, items 41 and 42). Any questions that arise in the course of such proofreading shall be resolved by telephone call with the designated contact person in the clerk's office. The contractor shall promptly advise the designated contact person who will provide instructions. The time schedule for delivery shall be suspended until the contractor receives instructions.
- C.4.1.b**            Specific courts require the contractor to identify discontinuities that arise in electronic transmission (see Attachment J-2, item 31). The contractor shall promptly advise the designated contact person, who will provide instructions (see Attachment J-2, item 40).
- C.4.1.c**            Specific courts require the contractor to identify spelling and typing errors and any errors made by the court in grammar, usage, or sentence structure (see Attachment J-2, item 32). The contractor shall promptly advise the designated contact person, who will provide instructions (see Attachment J-2, item 40).
- C.4.1.d**            Specific courts require the contractor to identify any errors made by the court in citations or other legal usage, and shall confirm the accuracy of citations (see Attachment J-2, items 33 and 34). The contractor shall promptly advise the designated contact person, who will provide instructions (see Attachment J-2, item 40).
- C.4.1.e**            Specific courts require the contractor to bring to the court's attention any Federal Reporter citation which does not include a date of decision and any citation to an opinion which does not include a date of decision (see Attachment J-2, item 33). The designated deputy clerk will verify that an opinion has issued in the case being cited, and update the citation if necessary. The 3<sup>rd</sup> Circuit does not use string citations. If a citation in a 3<sup>rd</sup> Circuit opinion refers to U.S. Reports, S. Ct. Reporter, L. Ed. 2d, or U.S.L.W., the contractor shall delete the unofficial citation (e.g., 384 U.S. 255, 89 S. Ct. 2088 (1990) would become 384 U.S. 255 (1990), but \_\_\_ U.S. \_\_\_, 115 S. Ct. 2088 would remain unchanged).
- C.4.1.f**            Specific courts require the contractor to confirm the accuracy of any cross-references to another part of the same opinion or to a majority, concurring, or dissenting opinion (see Attachment J-2, item 36).

- C.4.1.g** Specific courts require the contractor to confirm that footnotes are numbered consecutively within each opinion, with footnotes in a separate concurrence or dissent beginning again at one (see Attachment J-2, item 37).
- C.4.1.h** Specific courts require the contractor to read the opinion as a written document and identify any instances in which words, sentences, or paragraphs appear to be missing; where the meaning is obviously contradictory (for example, where a “not” has been left out of a sentence); or where the way in which the court refers to a party changes in the course of the opinion (see Attachment J-2, items 30, 31, 37, and 38). The contractor shall promptly advise the designated court contact who will provide instructions.
- C.4.1.i** Specific courts require the contractor to proofread the contractor copy produced by the contractor’s process against a version of the original document sent by the court, except as specified in C.6.1 (see Attachment J-2, item 38).
- C.4.2** The contractor shall be responsible for the cost of reprinting slip opinions resulting from the contractor’s failure to proofread accurately, consistent with the requirements of this solicitation. Courts generally do not reprint slip opinions for typographical, spelling, or minor grammatical errors. However, courts will require the contractor to reprint for substantial omissions of text, either from faulty transmissions or from errors in the authoring judge’s chambers. The need for reprinting shall be determined by the clerk.
- C.4.3** Galley proofs, sent to the court for review by a judge, prior to final printing, are required as specified in Attachment J-2, item 43. For the DC Circuit, the proofs will be sent to the court by encrypted electronic transmission.

**C.5 ELECTRONIC TRANSMISSION OF OPINIONS TO THE CONTRACTOR**

- C.5.1** Opinion copy will be transmitted from the clerk’s office to the contractor by electronic telecommunications using standard electronic communications software selected by the court (the DC Circuit will transmit the opinion copy in encrypted format). The clerk’s office will maintain its own equipment to be used for transmission in electronic format. Electronic transmission requirements are itemized in Attachment J-3. The contractor shall be responsible for installing and maintaining its own compatible equipment (at the contractor’s facility) necessary to complete transmission between the clerk’s office and the contractor.

The contractor shall also maintain at its site, Group 3 compatible facsimile equipment for receipt of opinions on those occasions when the court directs expedited transmittal of an opinion in a form other than by standard electronic means.

- C.5.2** The contractor shall identify and correct discontinuities that arise in the electronic transmission of opinions. The contractor shall bring these matters to the court’s

attention if the contractor requires concurrence to confirm the appropriateness of any change.

**C.5.3** The contractor shall be given 30 days' written notice of any update or modification of word processing software or other interface requirements described in Attachment J-3.

**C.5.4** In order to ensure that the normal printing schedule (see Section C.8) is met, the contractor shall arrange, as necessary, for the immediate repair or replacement of any equipment that has been furnished by the contractor for the electronic transmission of opinions. If there is a temporary breakdown or malfunction in such equipment, the contractor **shall** temporarily use an alternative means for transmission of opinions, at no additional charge to the Government, in order to ensure that the normal printing schedule is met.

**C.5.5** The court shall transmit opinions electronically at any time during the work day (see C.8.1 for the consequences of the time opinions are transmitted).

**C.5.6** For the First Circuit, the contractor shall be capable of receiving via overnight courier (such as FEDEX or UPS) copies of opinions printed and on diskette (3.5") in WordPerfect 8.0 or greater should electronic transmission not be possible.

**C.6** **CONVERSION OF OCCASIONAL HARD COPY OPINIONS TO ELECTRONIC FORMAT**

**C.6.1** On limited occasions (very infrequently, if ever), when electronic transmission is not possible from the court, the contractor shall be required to convert opinions supplied by the court in typewritten format into electronic format. Opinions shall be faxed to the contractor or sent by overnight mail at the discretion of the court. The contractor shall verify the copy produced by the contractor's process against the typewritten version sent by the court for accuracy. As this requirement will not be separately priced. The price for this situation shall be included in the base price (CLIN 1001).

**C.6.2** Opinions furnished in typewritten format shall proceed through the same composition, typesetting, and proofreading process as opinions furnished electronically.

**C.7** **DELIVERY OF ELECTRONIC VERSION OF OPINIONS TO CLERK'S OFFICE (Note: not required in all circuits - see Attachment J-2, items 46 - 48)**

**C.7.1** As soon as it is available (but in no event later than the date of mailing or delivery of printed opinions to the court as specified in Section C.8.1), the contractor shall provide the electronic version of each proofread opinion to the court consistent

with the requirements set forth in Attachment J-2, item 48. In the DC Circuit, the electronic version(s) shall be provided, in encrypted format, to the court no later than 3:00 p.m. on the same day that the printed version is delivered to the court. Since the 3<sup>rd</sup> Circuit requires a 24 hour turnaround for the printing of slip opinions, the electronic version is also required to be delivered to the court within 24 hours. The government reserves the right to change the software version or versions required during the term of the contract to reflect new software releases. Editorial summaries are not required to be provided to the court in any electronic version of the opinion furnished to the court, except in the 9<sup>th</sup> Circuit, pursuant to this section specified in Attachment J-2, items 1, 46, and footnotes.

**C.7.2** The required electronic version(s) shall be formatted, edited, and paginated exactly as the printed slip opinion is formatted, edited, and paginated - line for line and page for page. The typeface need not be the same as that appearing on the printed slip opinion, but the text shall appear at the same place on the same page of the electronic version(s) sent back to the court as it does on the printed version of the slip opinion prepared by the contractor. The type line, including footnotes, cannot exceed 80 characters to permit the conversion of the typeset slip opinion back into the electronic formats. This requirement does not apply to the 7<sup>th</sup>, 9<sup>th</sup>, and 11<sup>th</sup> Circuits. The DC and 3<sup>rd</sup> Circuits only require a page for page match.

**C.7.3** Where applicable (see Attachment J-2), the contractor shall confirm each electronically transmitted version of the slip opinions to the court with the clerk's office via email or similar electronic telecommunications device.

**C.7.4** Within its base price (see CLIN 1001), the contractor shall include the cost of providing the electronic version of each proofread opinion to the court via electronic mail consistent with the requirements set forth in Attachment J-3.

**C.7.5** Slip opinions shall not be used by a contractor for any purpose without the express written permission of the affected United States Court of Appeals.

**C.8 DELIVERY OF PRINTED OPINIONS TO THE CLERK'S OFFICE**

**C.8.1** For all courts except the DC and 7<sup>th</sup> Circuits (see below), the contractor shall mail (via first class mail or overnight delivery) or deliver to the clerks' offices the number of copies of opinions, by no later than the number of working days from the contractor's first receipt of the opinion text in electronic form (or, if not received electronically but received in paper form only, by the specified number of working days of the contractor's first receipt), and at the time of day specified for each circuit in Attachment J-5. Saturdays, Sundays, and official federal holidays are not considered working days. The contractor shall advise the clerk's office, immediately after the award of the contract, of any days the contractor will be closed other than Saturdays, Sundays and official federal holidays.

For the DC Circuit delivery requirements, see Paragraph C.8.2, and for the 7<sup>th</sup> Circuit delivery requirements, see Paragraph C.8.3.

NOTE: The court will reimburse the contractor for all first class mail and overnight delivery service charges associated with delivering original printed opinions and any required copies to the court.

NOTE: Except for the 11<sup>th</sup> circuit, the clerk's office, at its option, may require the contractor to re-date and reprint for the next working day, at no additional charge to the government, opinions received later than the date and time for each circuit specified in Attachment J-5 after transmission of the opinion to the contractor.

- C.8.2** For the DC Circuit, finished opinions, with the exception of those copies required for mailing to subscribers, shall be delivered to the clerk's office not later than 48 hours after the return of the final approved proofs. Note: If proofs have been returned to the contractor by the writing judge(s) instead of the clerk's office, the clerk's office shall be notified by the contractor when final approval has been received from the judge(s). The notification shall include the date the opinion is to be released.
- C.8.3** **GALLEYS/PROOFS** - The 7th Circuit Court of Appeals requires delivery of galleys/proofs to the clerk's office 48 hours after transmission of the opinion copy to the contractor. The DC Circuit Court of Appeals requires delivery of galleys/proofs to the clerk's office or directly to the writing judge(s), as directed by the court, 48 hours after transmission of the opinion copy to the contractor. The 7<sup>th</sup> Circuit requires delivery of final printed opinions to the court, by noon on the second business day following return of the corrected galleys to the contractor (see Attachment J-5) and mailing of final opinions to subscribers on the WEEKLY LIST (see Attachment J-7). The DC Circuit requires delivery of final printed opinions to the court 48 hours after return of the final approved proofs to the contractor (see Attachment J-5) and mailing of final opinions to subscribers on the WEEKLY LIST (see Attachment J-7).
- C.8.4** **ADDITIONAL COPIES OF OPINIONS** - On occasion, the court shall require copies in excess of the standard quantity specified in Attachment J-5. At the time the opinion is transmitted to the contractor, the court will notify the contractor of the number of additional copies required, as well as the necessary locations for delivery. There shall only be a charge for "additional copies" when the court's requirements exceed the total number of copies produced under CLINs 1001 and 1002. The estimated numbers of additional copies for each year of the contract are contained in Section B.

**C.8.5      24 HOUR AND “RUSH” TURNAROUND REQUIREMENTS FOR  
OPINION PREPARATION - 4<sup>th</sup> CIRCUIT ONLY**

On occasion, the 4<sup>th</sup> Circuit may require that a published or unpublished opinion be produced within 24 hours of delivery, rather than the standard 3-workday

turnaround (holidays and weekends are excluded from the 24 hour calculation). The estimated quantities of opinion pages requiring 24 hour turnaround per year are contained in the Section B Price Schedules. The daily deadline for transmission to the contractor is 2:00 p.m. local time at the court.

Additionally, the 1<sup>st</sup>, 2<sup>nd</sup>, 7<sup>th</sup>, 8<sup>th</sup>, and DC Circuits occasionally require that opinions be produced on a “rush” basis, on a weekend, or on a Government holiday. The estimated quantities of opinion pages requiring “rush” turnaround per year are contained in the Section B Price Schedules. The DC Circuit requires proofs of opinions and, on occasion, may require that a proof be executed and delivered to the court within 24 hours of the contractor receiving the manuscript opinion.

**C.9 DELIVERY OF PRINTED OPINIONS TO SUBSCRIBERS**

**C.9.1 DELIVERIES BY MAIL**

**C.9.1.1** For the circuits to which it applies, the contractor shall collate and mail opinions to the addressees on the DAILY LIST on a daily basis. Mailings shall be made on the same day copies of an opinion are sent (via overnight mail) or delivered to the clerk’s office (see C.8.1 above). The contractor shall pack all of the opinions for one addressee into the same envelope, if feasible, using additional envelopes only as necessary. Except for the 11<sup>th</sup> Circuit, each envelope shall contain a daily inventory of enclosed opinions. Attachment J-6 contains estimates of the number of addressees on the DAILY LIST for the applicable circuits.

**C.9.1.2** The contractor shall collate and mail on a weekly basis a copy of each opinion completed in the course of the week to every person or agency appearing on a list of names to be supplied by the court. This list shall be known as the WEEKLY LIST and shall not contain a total of more than the number of addressees shown in Attachment J-7.

Mailings shall be made on the same day each week as agreed to by the contractor and the court. The contractor shall pack all of the opinions for one subscriber into the same envelope, if feasible, using additional envelopes only as necessary. Except for the 1<sup>st</sup>, 7<sup>th</sup>, and 11<sup>th</sup> Circuits, each envelope shall contain a weekly inventory of enclosed opinions.

**C.9.1.3** For the Eleventh Circuit only, the contractor shall mail on a weekly basis a copy of each opinion completed in the course of the week in civil appeals (non-criminal and non-prisoner appeals) to every person or agency appearing on a list of names to be supplied by the clerk. This list shall be known as the WEEKLY BANKRUPTCY LIST and shall not contain more than the number of addressees shown in Attachment J-7.

Mailings shall be made on the same day each week (as agreed to by the contractor and the court). The contractor shall pack all of the opinions for one subscriber into the same envelope, if feasible, using additional envelopes only as necessary.

**C.9.2 GENERAL REQUIREMENTS FOR MAILING OF OPINIONS**

**C.9.2.1** The contractor shall provide packaging material (including envelopes, minimum 24 lb. weight, and address labels) in which the opinions are placed for mailing.

**C.9.2.2** From address lists of daily, weekly, judges in the 4<sup>th</sup> Circuit only, and/or weekly bankruptcy subscribers that the court will provide to the contractor immediately following contract award, the contractor shall establish and maintain the mailing/subscription lists. The contractor shall update the mailing/subscription lists as the court notifies the contractor of names to add and delete. The contractor shall inform the court of opinions returned for incorrect address to permit the court to update or correct the information.

**C.9.2.3** The contractor shall affix the addresses to the envelopes.

**C.9.2.4** The contractor shall apply metered postage at first-class mail or priority mail rates to each package containing opinions which are mailed to the daily, weekly, and weekly bankruptcy lists. Each package shall be endorsed as being either "First-Class Mail" or "Priority Mail".

**C.9.2.5** The United States Postal Service requires non-Government Printing Office (GPO) contractors to affix actual postage on mail pieces that are printed and mailed on behalf of Federal Agencies. It shall be the responsibility of the contractor to ascertain and comply with current United States Postal Service regulations regarding contractor mailing of papers, documents, opinions, and packages required by this contract.

**C.9.2.6** The return address on each package mailed shall be that of the contractor. The contractor shall print the words "Official Business" below the contractor's return address.

**C.9.3 DELIVERIES BY OVERNIGHT COURIER**

For the Fourth Circuit only, the contractor shall send by **overnight courier**, on a weekly basis, six (6) copies of each published and unpublished opinion completed in the course of the week plus a Published Opinion Inventory List and an Unpublished Opinion Inventory List to each judge of the court. The subscription list of judges shall be known as the JUDGES LIST and shall not contain more than the number of addressees shown in Attachment J-7.

**C.9.4 DELIVERIES BY TWO DAY EXPRESS SERVICE**

For the First Circuit only, the Contractor shall send, on the day the opinion is due to be released, by two day express service, one copy of each opinion to each district court judge, person, or entity specified by the Clerk's Office. This subscription list shall be known as the Daily Subscriber List. The Daily List will mainly be comprised of district court judges with chambers outside of Boston, Massachusetts and shall not contain more than the number of addressees shown in Attachment J-6.

**C.10**            **PERFORMANCE**

- C.10.1**            The courts reserve the right to make opinions available in any form they choose to any person or concern they desire. The 9<sup>th</sup> Circuit will not disseminate the electronic version with a summary prepared by the contractor to the general public, but reserves the right to make the electronic version, with the summary, available on the judiciary's intranet.
- C.10.2**            Although each order for printing shall be either electronic or in writing, the designated deputy clerks may contact the contractor orally to place an order, which shall be confirmed in writing.
- C.10.3**            Pursuant to Regulation 13, Government Printing & Binding Regulations, no Government publication or other Government printed matter, prepared or produced with either appropriated or non-appropriated funds or identified with an activity of the Government, shall contain any advertisement inserted by or for any private individual, firm, or corporation; or contain material which implies in any manner that the Government endorses or favors any specific commercial product, commodity, or service.
- C.10.4**            Pursuant to Regulation 40, Government Printing & Binding Regulations, all documents and publications printed at Government expense shall have printed thereon the identification as to the branch, bureau, department, or Office of the Government issuing the same (e.g., Administrative Office of the U.S. Courts), and the date of issuance.
- C.10.5**            The contractor shall treat the manuscripts delivered to it by the Government, whether electronically or in writing, as confidential. The contractor shall use the material contained therein solely to develop the printed product covered by the contract, unless the contractor is instructed, or authorized, in writing by the clerk to provide the material in electronic or printed form to another party. THIS REQUIREMENT IS AN ESSENTIAL REQUIREMENT OF THE CONTRACT.
- C.10.6**            Prior to the public release of each opinion by the court, the contractor shall **not** allow access by anyone other than its employees, to any manuscript, proof or printed opinion, nor shall the contractor allow access to any computer data base or other electronic representation of the text of the opinion. Employees who have access to data under this contract prior to its release shall **not** have any other law related employment or practice during the performance of this contract. THIS REQUIREMENT IS AN ESSENTIAL REQUIREMENT OF THE CONTRACT.
- C.10.7**            If copies of an opinion delivered to the clerk's office, in the sole judgment of the clerk or the clerk's clearly identified designee, are of

unacceptable quality or appearance, the clerk may, within 24 hours of receipt of the clerk's office copies, reject the opinion and require the contractor to re-date and do a full reprinting of the opinion at the contractor's expense.

**C.10.8**

In the DC Circuit, the clerk's office will furnish the contractor with electronic copies of all court orders amending or in any way changing opinions previously released within the previous six month period (see Section J, Attachment J-11). This means the contractor shall store electronic versions of opinions for six months from the date of transmission to the court. It shall be the responsibility of the contractor to update immediately the relevant opinion, then return the corrected opinion in the required electronic format(s). The amending orders shall be inserted at the beginning of the corrected opinion. Copies of all court orders amending and/or changing previously released opinions and copies of other special notices and information provided by the clerk shall also be mailed by the contractor, in its regular weekly mailing, to every person or agency appearing on the WEEKLY LIST. Other special notices and information provided by the clerk can range from one to twenty pages and cover any number of subjects.

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**D.1 PACKAGING AND MARKING**

Preservation, packaging, and marking for all items delivered hereunder shall be in accordance with commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. The Contractor shall place the contract number and delivery order number on or adjacent to the exterior shipping label. For any magnetic media provided, the contractor shall provide extra markings for protection against exposure to magnetic fields or temperature extremes.

All documentation, reports, and other deliverables shall be clearly marked with the project title, contract number, and delivery order number (when applicable). Unless otherwise specified, all items shall be packaged and packed in accordance with normal commercial practices -- e.g., if magnetic media is involved, extra marking should be considered for protection against exposure to magnetic fields or temperature.

**D.2 PAYMENT OF POSTAGE AND FEES**

All postage and fees related to submitting information (other than opinions) to the court and its subscribers shall be paid by the Contractor.

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**E.1 INSPECTION AND ACCEPTANCE****E.1.1 GENERAL**

Determinations of the acceptability of each deliverable will be made by the government. Each deliverable must be completed in accordance with the specifications and schedules. All deliverables will be evaluated for acceptability, quality, and compliance with the requirements defined in any specifications or other criteria which are incorporated into this contract.

**E.1.2 52.252.2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>.

**FEDERAL ACQUISITION REGULATION**

52.246-2      INSPECTION OF SUPPLIES - FIXED-PRICE      (AUG 1996)

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**F.1 TERM OF CONTRACT/PERIOD OF PERFORMANCE**

**For the Fourth Circuit only:** The base period of this contract is from date of award to September 30, 2002, following which there are five option periods as follows:

- 1<sup>st</sup> option period - 1 October 2002 through 30 September 2003
- 2<sup>nd</sup> option period - 1 October 2003 through 30 September 2004
- 3<sup>rd</sup> option period - 1 October 2004 through 30 September 2005
- 4<sup>th</sup> option period - 1 October 2005 through 30 September 2006
- 5<sup>th</sup> option period - 1 October 2006 through 30 September 2007

**For all other circuits** (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, 11<sup>th</sup>, and DC): The base period of this contract is from October 1, 2002 to September 30, 2003. In addition, for each circuit, there are four option periods as follows:

- 1st option period - 1 October 2003 through 30 September 2004
- 2<sup>nd</sup> option period - 1 October 2004 through 30 September 2005
- 3<sup>th</sup> option period - 1 October 2005 through 30 September 2006
- 4<sup>th</sup> option period - 1 October 2006 through 30 September 2007

**F.2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR 52.252-2**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>.

<b><u>FAR Clause</u></b>	<b><u>Title</u></b>
52.242-15	Stop Work Order (AUG 1989)
52.242-17	Government Delay of Work (APR 1984)

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**G.1 CONTRACT MANAGEMENT**

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of this contract will require the maximum coordination between the Government and the Contractor. The individuals cited in G.2 and G.3 will be the Government's primary points of contact during the performance of the contract. In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the Contractor and a person other than the Contracting Officer (CO) be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the CO.

**G.2 CONTRACT ADMINISTRATION**

Contract administration will be effected by a Contracting Officer who will be identified, at contract award, by the court in block 6 of the SF 26, Award/Contract document. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in, or deviation from, the scope of work shall be effected without a supplemental agreement executed by the Contracting Officer.

**G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

Upon award, the Contracting Officer's Technical Representative (COTR) will be responsible for coordinating the technical aspects of this contract and inspecting items/services furnished hereunder; however, he/she shall not be authorized to change any terms and conditions of the resultant contract, including price.

Responsibilities of the contract COTR may include:

- a. Monitoring the Contractor's performance under the contract to ensure compliance with technical requirements of the contract.
- b. Notifying the CO immediately if performance is not proceeding satisfactorily.
- c. Ensuring that changes in work under the contract are not initiated before written authorization or modification is issued by the CO.
- d. Providing the CO a written request and justification for changes.
- e. Providing interpretations relative to the meaning of technical specifications and technical advice relative to CO approvals.

The COTR for this contract will be appointed at the time of award.

**G.4 INVOICES**

- a. Invoices shall be submitted in an original and two (2) copies to the address specified on the SF 33 executed with this contract. Invoices shall be submitted after the first of each month for work completed during the previous month.
- b. The invoice will be certified for payment and forwarded to the paying office with a confirmed copy to the COTR specified in G.3.
- c. The office that will make payments due under this contract will be designated on the SF 26 at time of contract award.
- d. To constitute a proper invoice, the billing document must include the following information and/or attached documentation:

- (1) Billing Summary invoices

- (a) Name of business concern and that business's Taxpayer Identification Number.
- (b) Period(s) covered by invoice and invoice date.
- (c) Contract number and delivery order number or other authorization for delivery of property or services.
- (d) For each CLIN, general description of property delivered or services rendered, measured unit, and associated price.
- (e) Payment terms
- (f) Total Amount billed
- (g) A subtotal
- (h) An amount due (if any) or Credit balance
- (j) Name (where practicable), title phone number, fax number, and complete mailing address of the responsible official to whom payment is to be sent. The "remit to" address must correspond to the remittance address in the contract.
- (k) Other substantiating documentation or information as required by the contract or delivery order.

**G.5 INTEREST ON OVERDUE PAYMENTS**

The Prompt Payment Act of 1982 is not applicable to the Federal Judiciary, therefore, interest on overdue payments in accordance with the provisions of that Act and OMB Budget Circular A-125 are not applicable to the resultant contract.

**G.6 DISCOUNTS FOR EARLY (PROMPT) PAYMENT**

- a. Discounts for early payment will not be considered in the evaluation of offers.
- b. Discounts for early payment may be offered either in the original offer or on individual invoices submitted under the resulting contract, and discounts offered will be taken by the Government if payment is made within the discount period specified.
- c. Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.
- d. The ending date of the discount period will be determined by applying the number of calendar days specified by the Contractor, beginning with the later of:
- (1) The date the supplies are deemed to be accepted by the Government, as determined in accordance with the terms of this contract, or;
  - (2) The date a proper invoice or voucher is received in the office specified by the Government.
- e. The date of the check issued in payment, or the date of payment by wire transfer through the Treasury Financial Communications System, shall be considered to be the date payment is made.

**G.7 INVOICE FOLLOW-UPS**

All follow-up invoices shall be marked "*Duplicate of Original*". Contractor questions regarding payment information or check identification should be directed to the relevant paying authority specified on in the contract.

**G.8 CONTRACTOR REPRESENTATIVE**

- a. The Contractor's representative to be contacted for all contract administration matters is:\*

Name:	
Address:	
Telephone:	

\* To be filled-in at contract award.

- b. The Contractor's representative shall be responsible for all contract administration issues and shall act as the central point of contact with the Government for all such issues. The representative shall have full authority to act for the Contractor in all contractual matters. The representative shall be able to fluently read, write, and speak the English language.

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**H.1 NEWS RELEASE**

No news release pertaining to this procurement shall be made without prior agency approval, as appropriate, and then only in coordination with the Contracting Officer.

**H.2 USE OF ADMINISTRATIVE OFFICE OF THE U. S. COURTS NAME OR CONTRACTUAL RELATIONSHIP IN ADVERTISING**

The Contractor agrees not to refer to awards from or contracts with the Administrative Office of the U.S. Courts in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Administrative Office of the U.S. Courts or is superior to other products or services. The Contractor also agrees not to distribute or release any information that states or implies that the Administrative Office of the U. S. Courts endorses the Contractor's product or service.

**H.3 CONTRACTOR RESPONSIBILITIES**

**H.3.1. Contractor Provision of Personnel Support**

The contractor shall provide all management, administrative, clerical and supervisory functions required for the effective and efficient performance of this contract. The Contractor shall provide personnel who have experience on projects of similar size, scope, complexity, functionality, and other relevant experience with the tools and methodologies which are being provided for use on this contract.

**H.3.2 Contractor Provision of Space for Contract-Related Services**

The contractor shall provide office and working space for contract-related services for the performance of this contract.

**H.3.3 Contractor Provision of Equipment and Supplies**

The contractor shall provide all office equipment including desks, tables, storage cabinets, and office automation equipment and consumable supplies required in the performance of, or in support of this contract.

**H.3.4 Security Requirements**

Formal security clearances are not required. Personnel visiting court sites to provide services covered under this contract may be subjected to FBI screening and U.S. Marshal inspection.

**H.4 CONFIDENTIALITY**

The Contractor, because of the confidential nature of the work performed, shall not disseminate or use the result of its work effort, in any form, without prior written approval by the

Contracting officer. Requests for approval shall be submitted to the Contracting Officer for agency review.

**H.5 GOVERNMENT FURNISHED INFORMATION**

Documentation requested by the Contractor during the course of this Contract will be provided by the Government, with the constraints that it is relevant to this contract and practical for the Government to obtain from the standpoint of time, ability and price. Documentation necessary for this contract which is or may be designated as "Confidential" by the AOUSC shall be treated appropriately by the Contractor.

In addition to documents the contractor may request from the government during the course of the contract, the government will make available to the contractor all of the following that apply: Manuscript versions of the slip opinions to be printed as they become available from the court; Daily, Weekly, and Weekly Bankruptcy subscription lists; Judges list; and updates and changes to the subscription lists as they occur.

**H.6 DISCLOSURE OF INFORMATION (AOUSC 1997)**

- a. Information made available to the contractor by the Federal Judiciary for the performance or administration of this contract shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer. This clause expressly limits the Contractor's rights to use data as described in Rights in Data - General FAR 52.227-14(d)(1).
- b. If public information is provided to the contractor for use in performance or administration of this contract, such information may not be used for any other purpose by the contractor except with the written permission of the Contracting Officer. If the contractor is uncertain about the availability or proposed use of information provided for the performance or administration of this contract, the contractor will consult with the COTR regarding use of that information for other purposes.
- c. The contractor agrees to assume responsibility for protecting the confidentiality of Government records which are not public information. Each offeror or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein, and that further disclosure of any such information for a purpose or to an extent not so authorized may subject the person(s) responsible to criminal sanctions imposed by 18 U.S.C. 641. That section provides, in pertinent part, that whoever without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine up to \$10,000, or imprisoned up to ten years, or both.

**H.7 LIMITED USE OF DATA**

- a. Performance of this contract may require the Contractor to access and use data and information proprietary to a Government agency or Government Contractor which is of such a nature that its dissemination or use, other than in performance of this contract, would be adverse to the interests of the Government and/or others.
- b. Contractor and/or Contractor personnel shall not divulge or release data or information developed or obtained in performance of this contract, until made public by the Government, except to authorized Government personnel or upon written approval of the CO. The Contractor shall not use, disclose, or reproduce proprietary data which bears a restrictive legend, other than as required in the performance of this contract. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at not cost to the Government between the Contractor and the data owner which provides for greater rights to the Contractor.

**H.8 NOTIFICATION OF DEBARMENT/SUSPENSION STATUS**

The Contractor shall provide immediate notice to the CO in the event of being suspended, debarred, or declared ineligible by any Department or other Federal Agency, or upon receipt of a notice or proposed debarment from another Government Agency, during the performance of this contract.

**H.9 MINIMUM GUARANTEE**

The minimum guarantee in this contract is \$50,000.00 over the life of the contract.

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**I.1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR 52.252-2**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

<b><u>Far Clause</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractors Sales to the Government, Alternate I (OCT 1995)	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment For Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printing/Copying Double on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit of Records - Negotiation	JUN 1999
52.215-8	Order of Precedence - Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.219-14	Limitations on Subcontracting	DEC 1996
52.222-3	Convict Labor	AUG 1996
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.227-3	Patent Indemnity	APR 1984
52.227-14	Rights in Data - General	JUN 1987
52.229-5	Taxes - Contract Performed in U.S. Possessions or Puerto Rico.	APR 1984
52.232-1	Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-18	Availability of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986

<u>Far Clause</u>	<u>Title</u>	<u>Date</u>
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes, Fixed-Price (Alternate II - APR 1984)	AUG 1987
52.245-2	Government Property - Fixed-Price Contracts	DEC 1989
52.246-20	Warranty of Services	MAY 2001
52.246-25	Limitation of Liability -- Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination for the Convenience of the Government - Fixed-Price	SEP 1996
52.249-8	Default Fixed-Price Supply and Service	APR 1984

### **1.2 OPTION TO EXTEND SERVICES (NOV 1999) FAR 52.217-8**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to the expiration of the contract.

### **1.3 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) FAR 52.217-9**

(a) This contract is renewable at the prices stated in Section B, at the option of the Government, by the Contracting Officer giving written notice of renewal to the Contractor by the first day of the next one-year period, or within 30 days after funds for that period become available, whichever date is the later, provided that the Contracting Officer shall have given the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. Such a preliminary notice of intent to renew shall not be deemed to commit the Government to renewals.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months for the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, 11<sup>th</sup>, and DC Circuits. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 72 months for the 4<sup>th</sup> Circuit.

**I.4 RIGHTS TO PROPOSAL DATA - TECHNICAL (JUN 1987) FAR 52.227-23\***

Except for data contained on pages [\_\_\_\_\_], it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated [\_\_\_\_\_] upon which this contract is based.

\* To be filled in at contract award.

**I.5 FREEDOM OF INFORMATION ACT CLAUSE (AOUSC 1994)**

The Administrative Office of the United States Courts reserves the right to disclose information provided by the Contractor in response to a request by a member of the general public. Upon receipt of a written request, the AO shall disclose information which would constitute public records in an agency covered by the Freedom of Information Act, or which is otherwise disclosable under the Federal Acquisition Regulation. In the event the requested information consists of or includes commercial or financial information, including unit prices, the Contractor shall be notified of the request and provided with an opportunity to comment. The Contractor will thereafter be notified as to whether the information requested will be released. The Contractor understands and agrees that unit and or aggregate prices contained in the contract, including evaluated options, may be subject to disclosure without consent.

**I.6 EXAMINATION OF RECORDS (AOUSC 1995)**

The Contractor agrees that the Director of the Administrative Office of the U.S. Courts or his/her designated representative shall, until 3 years after the expiration of this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Director of the Administrative Office of the U.S. Courts or his/her designated representative shall, until 3 years after the expiration under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract.

**I.7 DISPUTES - (AOUSC 1999)**

1. A contract dispute means a written claim, demand or assertion by a contracting party for the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other specific relief arising under or relating to the contract. A dispute also includes a termination for convenience settlement proposal and any request for an equitable adjustment, which is denied. A voucher, invoice, or other routine payment that is not disputed by the parties is not a dispute under this clause.

2. A contract dispute must be filed within 12 months of its accrual and must be submitted in writing to the contracting officer. The dispute must contain a detailed statement of the legal and factual basis of the dispute and must be accompanied by any documents that support the claim. The claimant must seek specific relief, as provided in paragraph (a) above. However, the time periods set forth here shall be superceded if the contract contains specific provisions for the processing of any claim which would otherwise be considered a dispute under this clause.

3. Contracting officers are authorized to decide or settle all disputes under this clause. If the contracting officer requires additional information the contracting officer shall promptly request the vendor to provide such information. The contracting officer will issue a written determination within 60 days of the receipt of all the requested information from the vendor. If the contracting officer is unable to render a determination within 60 days, the vendor shall be notified of the date on which a determination will be made. The determination of the contracting officer will be signed by the Office of General Counsel and shall be considered the final determination of the agency.

The contractor shall proceed diligently with performance of this contract pending resolution of the dispute. The contractor shall comply with the final determination of the contracting officer unless such determination is overturned by a court of competent jurisdiction. Failure to diligently continue contract performance during the pendency of the claim or failure to comply with the final determination of the contracting officer may result in termination of the contract for default or imposition of other available remedies.

**LIST OF ATTACHMENTS**

<b>ATTACHMENT J-1</b>	<b>ESTIMATES OF OPINIONS, PAGES, AND COPIES OF OPINIONS</b>
<b>ATTACHMENT J-2</b>	<b>APPELLATE SLIP OPINION PRINTING REQUIREMENTS</b>
<b>ATTACHMENT J-3</b>	<b>ELECTRONIC TRANSMISSION REQUIREMENTS</b>
<b>ATTACHMENT J-4</b>	<b>SAMPLE SLIP OPINIONS</b>
<b>ATTACHMENT J-5</b>	<b>DELIVERY OF PRINTED OPINIONS TO THE CLERKS' OFFICES</b>
<b>ATTACHMENT J-6</b>	<b>DAILY LIST</b>
<b>ATTACHMENT J-7</b>	<b>WEEKLY LIST</b>
<b>ATTACHMENT J-8</b>	<b>SLIP OPINION PRINTING PAST PERFORMANCE QUESTIONNAIRE</b>
<b>ATTACHMENT J-9</b>	<b>MANUSCRIPT VERSIONS OF SLIP OPINIONS</b>
<b>ATTACHMENT J-10</b>	<b>EVALUATION FACTOR FOR OVERNIGHT SHIPPING COST</b>
<b>ATTACHMENT J-11</b>	<b>SAMPLE AMENDING ORDER OF THE DC CIRCUIT</b>

## ATTACHMENT J-1

**ESTIMATES  
OF  
OPINIONS, PAGES, AND COPIES OF OPINIONS**

The information in this attachment is each court's best estimate of slip opinion requirements through fiscal year 2007. The number of original opinions are the courts' estimates of the number of original opinions which will be issued in each year and is the estimated quantity shown in the Section B Schedules for CLINs 1005 and 1006. The number of original pages is the estimated quantity shown in the Section B Schedules for CLIN 1001 (and CLIN 1002 for the 4<sup>th</sup> Circuit's Unpublished opinions). The number of copies is the total number of copies of each opinion (see Sections C.8.1, C.9.1.1, C.9.1.2, and C.9.1.3) required for the court and for subscribers. The following explanation/interpretation is provided merely to illustrate how to work with these numbers:

In FY 2003 the United States Court of Appeals for the First Circuit (see below) estimates it will issue a total of approximately 350 original slip opinions amounting to approximately 7,000 original pages of opinion text. This means that the average length of each opinion is 20 pages (7,000 pages/350 opinions). To satisfy the needs of the Court and its subscribers, the printing contractor must print and distribute 225 copies of each opinion which means the printer must print approximately 4,500 pages for each opinion (225 copies x 20 pages). Annually, then, the printer will produce approximately 1,575,000 pages (4,500 pages x 350 opinions) in satisfying the 1st Circuit's FY/01 requirements.

The following tables show the estimated printing requirements of each court of appeals:

**1<sup>ST</sup> CIRCUIT**

	<u>FY/03</u>	<u>FY/04</u>	<u>FY/05</u>	<u>FY06</u>	<u>FY07</u>
Original Opinions	350	350	350	350	350
Original Pages	7,000	7,000	7,000	7,000	7,000
Average No. of					
Pages per Opinion	20	20	20	20	20
Copies	286	286	286	286	286
Printed Pages per					
Published Opinion	5,720	5,720	5,720	5,720	5,720
Total Print Pages					
Produced	2,002,000	2,002,000	2,002,000	2,002,000	2,002,000

**2<sup>nd</sup> CIRCUIT**

	<u>FY/03</u>	<u>FY/04</u>	<u>FY/05</u>	<u>FY06</u>	<u>FY07</u>
Original Opinions	700	710	725	750	775
Original Pages	14,000	14,200	14,500	15,000	15,500
Average No. of					
Pages per Opinion	20	20	20	20	20
Copies	775	810	860	915	970
Printed Pages per					
Published Opinion	15,500	16,200	17,200	18,300	19,400
Total Print Pages					
Produced	10,850,000	11,502,000	12,470,000	13,725,000	15,035,000

**3<sup>rd</sup> CIRCUIT**

	<u>FY/03</u>	<u>FY/04</u>	<u>FY/05</u>	<u>FY06</u>	<u>FY07</u>
Original Opinions	340	360	380	400	420
Original Pages	6,800	7,200	7,600	8,000	8,400
Average No. of					
Pages per Opinion	20	20	20	20	20
Copies	650	670	690	710	730
Printed Pages per					
Published Opinion	13,000	13,400	13,800	14,200	14,600
Total Print Pages					
Produced	4,420,000	4,824,000	5,244,000	5,680,000	6,132,000

**4<sup>th</sup> CIRCUIT - PUBLISHED OPINIONS**

	<u>FY/02</u>	<u>FY/03</u>	<u>FY/04</u>	<u>FY/05</u>	<u>FY06</u>	<u>FY07</u>
Original Opinions	253	258	263	268	273	278
Original Pages	4301	4386	4471	4556	4641	4726
Average No. of						
Pages per Opinion	17	17	17	17	17	17
Copies	492	507	517	527	537	548
Printed Pages per						
Published Opinion	8364	8619	8789	8959	9129	9316
Total Print Pages						
Produced	2,116,092	2,223,702	2,311,507	2,401,012	2,492,217	2,589,848

**4<sup>th</sup> CIRCUIT - UNPUBLISHED OPINIONS**

	<u>FY/02</u>	<u>FY/03</u>	<u>FY/04</u>	<u>FY/05</u>	<u>FY06</u>	<u>FY07</u>
Original Opinions	1056	1076	1096	1116	1136	1159
Original Pages	5280	5380	5480	5580	5680	5795
Average No. of						
Pages per Opinion	5	5	5	5	5	5
Copies	442	457	467	477	487	497
Printed Pages per						
Published Opinion	2210	2285	2335	2385	2435	2485
Total Print Pages						
Produced	2,333,760	2,458,660	2,559,160	2,661,660	2,766,160	2,880,115

**7<sup>th</sup> CIRCUIT**

	<u>FY/03</u>	<u>FY/04</u>	<u>FY/05</u>	<u>FY06</u>	<u>FY07</u>
Original Opinions	755	755	755	755	755
Original Pages	12,080	12,080	12,080	12,080	12,080
Average No. of					
Pages per Opinion	16	16	16	16	16
Copies	570	565	560	560	560
Printed Pages per					
Published Opinion	9,120	9,040	8,960	8,960	8,960
Total Print Pages					
Produced	6,885,600	6,825,200	6,764,800	6,764,800	6,764,800

**8<sup>th</sup> CIRCUIT**

	<u>FY/03</u>	<u>FY/04</u>	<u>FY/05</u>	<u>FY06</u>	<u>FY07</u>
Original Opinions	2,025	2,050	2,100	2,150	2,195
Original Pages	14,175	14,350	14,700	15,050	15,365
Average No. of					
Pages per Opinion	7	7	7	7	7
Copies	540	545	545	550	550
Printed Pages per					
Published Opinion	3,780	3,815	3,815	3,850	3,850
Total Print Pages					
Produced	7,654,500	7,820,750	8,011,500	8,277,500	8,450,750

**ATTACHMENT J-2 - APPELLATE SLIP OPINION PRINTING REQUIREMENTS**

<b>CONTRACT DATA</b>		First	Second	Third	Fourth	Seventh	Eighth	Ninth	Eleventh	D.C.
Vendor	West	Record Press	West	West	Midwest	Lasco	West	West	West	West
Award Date	FY99	FY97	FY97	FY97	FY96	FY97	FY98	FY98	FY98	FY97
Contract Expires	9/30/2004	9/30/2002	9/30/2002	2/14/2001	9/30/2002	9/30/2002	9/30/2003	9/30/2003	9/30/2003	9/30/02
No.	REQUIREMENTS	First	Second	Third	Fourth	Seventh	Eighth	Ninth	Eleventh	D.C.
<b>Basic Specifications</b>										
1	Editorial Summary	No	No	No	No	No	No	Yes, See Footnote a.	Yes, See Footnote b.	No
2	Turnaround Days - Elec. Copy	2	2	1	2	2	3	3	5	2
3	Additional Days for Hard Copy	3	0	3	Not Specified	Not Specified	Not Specified	1	3	0
4	Additional Days if Questions	2	0	1	2	Not Specified	2	Not Specified	Not Specified	0
5	Columns per Page	1	1	1	1	1	1	1	2	1
6	Resolution	600dpi	600dpi	600dpi	Not Specified	1200dpi	600dpi	600dpi	600dpi	600dpi
7	Font (Straight Matter)	Courier-Bold & Italics	Times Roman	Bookman	CG Times	Century Schoolbook	New Roman	Times Roman	Century	Century Schoolbook
8	Font (Footnotes)	Courier	Times Roman	Bookman	CG Times	Not Specified	Courier	Times Roman	Aster	Not Specified
9	Font (Case # and Header)	Courier	Times Roman	Bookman	CG Times	Old English	Times Roman	Times Roman	Century Bold	Cloister Black
10	Leading (Tabular Text)	Not Specified	Not Specified	Not Specified	Not Specified	Not Specified	Not Specified	Not Specified	12 pt.	Not Specified
11	Leading (Tabular Header)	Not Specified	Not Specified	Not Specified	Not Specified	Not Specified	Not Specified	Not Specified	12 pt.	Not Specified
12	Leading (Straight Matter)	24 pt.	14 pt.	12 pt.	Not Specified	12 pt.	18 pt.	13 pt.	11 pt.	13 pt.
13	Leading (Titles/Captions/Hdrs)	Not Specified	Not Specified	Not Specified	Not Specified	Not Specified	Not Specified	Not Specified	11 pt.	Not Specified
14	Leading (Footnotes)	12 pt.	11 pt.	11 pt.	11 pt.	10 pt.	12 pt.	11 pt.	9 pt.	12 pt.
15	Type (Tabular Text)	12 pt.	12 pt.	11 pt.	11 pt.	11 pt.	14 pt.	11 pt.	7 pt.	11 pt.
16	Type (Tabular Headings)	12 pt.	12 pt.	11 pt.	11 pt.	11 pt.	14 pt.	11 pt.	9 pt.	Not Specified
17	Type (Straight Matter)	12 pt.	12 pt.	11 pt.	11 pt.	11 pt.	14 pt.	11 pt.	9 pt.	11 pt.
18	Type (Titles/Capts./Hdrs.)	24 pt.	12 pt.	Not Specified	Not Specified	24 pt.	18 pt.	Not Specified	9 pt.	24 pt.
19	Type (Footnotes)	12 pt.	9 pt.	9 pt.	11 pt.	10 pt.	10 pt.	9 pt.	7.5 pt.	10 pt.
20	Type (Errata)	Not Specified	8 pt.	Not Specified	Not Specified	Not Specified	Not Specified	Not Specified	Not Specified	Not Specified
21	Page Numbers	Bottom Center	Bottom Center	Top Center	Top Left & Right	Top Left & Right	Bottom Center	Top Left & Right	Top Left & Right	Top Center
22	Continuity of Numerical Pagination	No	No	No	No	No	No	No	Yes	No
23	Paper Grade, Color, & Weight	Equal to JCP A61- White - Weight 20/50 lbs. Offset or Better	Equal to JCP A61- White - Weight 20/50 lbs. Offset or Better	Equal to JCP A61 - Cream - Weight 20/50 lbs. Offset or Better	Equal to JCP A61- White - Weight 20/50 lbs. Offset or Better	Equal to JCP A61- Off- White - Weight 20/50 lbs. Offset or Better	Equal to JCP A61-White - Weight 20/50 lbs. Offset or Better	Equal to JCP A61- White - Weight 20/50 lbs. Offset or Better	Equal to JCP A61- White - Weight 20/50 lbs. Offset or Better	Equal to JCP A61- Eggshell White - Weight 20/50 lbs. Offset or Better
24	Page Size-Trim	8.5 x 11	6 1/8 x 9	6 x 8 7/8	6 1/8 x 9	6 1/8 x 9.25	8.5 x 11	6 x 9	6.25 x 9	6 1/8 x 9
25	Page Size- Print	6.5 x 9	4.5 x 7.25	4.5 x 7.25	4.5 x 7.25	4 1/6 x 7 1/6	6.5 x 9	4 1/8 x 7 1/8	5.25 x 7.25	4.25 x 7.25
26	More than 1 Opinion	Top of Next Page	Minimum of 2 Lines	Top of Next Page	Minimum of 2 Lines	Minimum of 4 Lines	Minimum of 2 Lines	Not Specified	Not Specified	Top of Next Page
27	Blank Last Page	Yes	Not Specified	Yes	Not Specified	Yes	Not Specified	Yes	Not Specified	Not Specified
28	Counsel Listing Required	Yes	Yes	Yes	Yes	No	Yes	Yes	Not Specified	Yes
29	Space between Text and Counsel Names	2 Lines	2 Lines	2 Lines	2 Lines	N/A	2 Lines	See Attachment J-4	Not Specified	No Page Break



**ATTACHMENT J-3**

**ELECTRONIC TRANSMISSION REQUIREMENTS  
for the  
FOURTH CIRCUIT**

The contractor shall have the capability to interface with the court's microcomputer hardware and software configuration as follows:

1. The contractor shall be capable of sending and receiving secure internet mail using Lotus Notes to and from the court's network.
2. The contractor shall maintain a secure website accessible by the court for uploading and downloading of documents utilizing the highest Secure Socket Layer (SSL) encryption available. Once the upload of the opinions over the internet is completed, the files shall be immediately transferred off of the server. The court may necessitate changes to these security requirements as changes in security technology occur.
3. The contractor shall be capable of converting documents from WordPerfect 8 or above and Microsoft Word 97 or above to any of the following formats: the same word processing format, pdf or ASCII. The contractor shall be capable of formatting all documents using CG Times font printed with default printers set to HP LaserJet 5 and 4000 series. The court may periodically upgrade to different versions of word processing software. The court may elect to change the default printer and font.
4. The court may modify any of the foregoing interface or security requirements with advance notice to the contractor. The contractor shall be responsible, at its own expense, for altering or replacing its own equipment and software as required by any such changes in the court's automation process.

## **SAMPLE SLIP OPINIONS**

This attachment consists of samples from each of the nine participating courts. You have been mailed a sample opinion from the 4<sup>th</sup> Circuit. If you are interested in submitting a proposal for any of the remaining eight circuits, you may request the sample opinions by sending an email request to [peter\\_bouker@ao.uscourts.gov](mailto:peter_bouker@ao.uscourts.gov). In your request, you must specifically identify the circuits from which you want the sample opinions and you must provide the name and street address (no P.O. boxes) of where you want the sample opinions sent. You will receive the opinions within 3 business days from the date of your request.

**3<sup>rd</sup> CIRCUIT**

If the electronic version of the opinion is delivered to the contractor before 4:00 p.m., the printed opinions are due at the court by 12:00 noon the next work day.

If the electronic version of the opinion is delivered to the contractor after 4:00 p.m., the printed opinions are due at the court by 12:00 noon the work day after the next work day.

**NUMBER OF COPIES:**

<u>FY03</u>	<u>FY04</u>	<u>FY05</u>	<u>FY06</u>	<u>FY07</u>
180	190	200	210	220

**4<sup>th</sup> CIRCUIT**

If the electronic version of the opinion is delivered to the contractor before 11:00 a.m., the printed opinions are due at the court by 12:00 noon on the 2nd work day following the day of delivery.

If the electronic version of the opinion is delivered to the contractor after 11:00 a.m., the printed opinions are due at the court by 12:00 noon on the 3rd work day following the day of delivery.

**NUMBER OF COPIES:**

<u>FY02</u>	<u>FY03</u>	<u>FY04</u>	<u>FY05</u>	<u>FY06</u>	<u>FY07</u>
90	90	90	90	90	90

**7<sup>th</sup> CIRCUIT**

If the corrected galley of the opinion is delivered to the contractor before 5:00 p.m., the printed opinions are due at the court by 12:00 noon on the 2nd work day following the day of delivery.

If the corrected galley of the opinion is delivered to the contractor after 5:00 p.m., the printed opinions are due at the court by 12:00 noon on the 3rd work day following the day of delivery.

**NUMBER OF COPIES:**

<u>FY03</u>	<u>FY04</u>	<u>FY05</u>	<u>FY06</u>	<u>FY07</u>
300	300	300	300	300

## ATTACHMENT J-6

## DAILY LIST

**Opinions to be collated and mailed to addressees on the Daily Lists by Circuit:**

<u>Circuit</u>	<u>FY03</u>	<u>FY04</u>	<u>FY05</u>	<u>FY06</u>	<u>FY07</u>
First	91	91	91	91	91
Second	75	85	100	115	130
Third	200	205	210	215	220
Ninth*	55	55	55	55	55
Eleventh**	24	24	24	24	24

\* For the Ninth Circuit, the 55 addressees receive a total of 201 opinion copies. The clerk will provide the names and addresses of the recipients and the exact number of copies required to be sent.

\*\* In the Eleventh Circuit, the DAILY LIST generally requires the mailing of four (4) copies of all opinions to each active judge of the court and three (3) copies of all opinions to each senior judge of the court. The clerk will provide the names and addresses of the active and senior judges and the exact number of copies required to be sent.

**ATTACHMENT J-8**

**SLIP OPINION PRINTING**

**PAST PERFORMANCE QUESTIONNAIRE**

**SLIP OPINION PRINTING PAST PERFORMANCE QUESTIONNAIRE**

Your organization has been provided as a reference for past performance in a proposal submitted to the Administrative Office of the United States Courts (AOUSC) in response to a solicitation. Past Performance is an important evaluation criteria for this acquisition. We would greatly appreciate you taking the time to complete this form. The information is to be provided directly to the AOUSC's Contracting Officer and per FAR clauses 15.306 and 15.506, the identity of individuals who provide information on past contractual performance will not be disclosed to the Offeror. Please provide an honest assessment and return directly to the AOUSC, by mail or fax to the address or number below no later than the date specified by the offering company. If you have any questions, please contact Mr. Peter Bouker on 202-502-2317.

**Mail Form to:**

Administrative Office of the United States Courts  
Peter Bouker, Contracting Officer  
OIS-PMD, Suite 3-250  
One Columbus Circle, N.E.  
Washington, D.C. 20544

**Fax Form to:**

Administrative Office of the United States Courts  
Attn.: Peter Bouker, Contracting Officer  
Fax Number: 202-502-1066  
Voice Number: 202-502-2317  
USCA-00-R-006

OFFERING COMPANY'S NAME :

---

CONTRACT NAME/NUMBER:

---

DATE OF CONTRACT AWARD:

---

DATE CONTRACT COMPLETED:

---

NAME OF EVALUATOR:

---

TELEPHONE NUMBER:

---

AGENCY/COMPANY NAME:

---

**Please indicate a rating of the offering company's performance for each of the following performance factors:**

1. Quality of the printed products.

**Outstanding**       **Above Average**       **Average**    **Poor**

2. Ability to consistently meet deadlines.

**Outstanding**       **Above Average**       **Average**    **Poor**

3. Ability to accurately maintain subscriber lists.

**Outstanding**       **Above Average**       **Average**    **Poor**

4. Quality of key individuals who worked with you.

**Outstanding**       **Above Average**       **Average**    **Poor**       **Not Applicable**

5. How would you rate the offering company's overall performance on this contract?

**Outstanding**       **Above Average**       **Average**    **Poor**

6. Would you recommend the offering company for other contracts or task orders?  Yes    No  
(Please explain.)

**Cite any strengths or weaknesses noted during the period of performance:**

## **MANUSCRIPT VERSIONS OF SLIP OPINIONS**

This attachment consists of manuscript versions of slip opinions from each of the nine participating courts which are on diskettes. You have been mailed a diskette for the 4<sup>th</sup> circuit. You will automatically be sent manuscript versions of opinions for the circuits for which you have requested sample opinions (see Attachment J-4).

**4<sup>TH</sup> CIRCUIT****EVALUATION FACTOR FOR OVERNIGHT SHIPPING COST**

The evaluation factor was calculated based on the estimated number of opinions produced over the life of the contract, and the number of copies sent to the court over the life of the contract. The calculation uses the actual weight of the average seventeen page opinion for published opinions and five pages for unpublished opinions. The overnight shipping rates are based on the 2001 GSA Schedule rates for the Federal Express Priority Overnight contract used by the Judiciary.

Section C, Paragraph C.8.1, states that the court will reimburse the contractor for all first class mail and overnight delivery service charges associated with delivering original printed opinions and any required copies to the court. This evaluation factor was added in recognition of costs that will be assumed by the court if the selected vendor has determined that the most efficient means of meeting the time requirements of the contract are by using overnight mail delivery services. Vendors proposing another alternative for delivery of opinions to the court, should include the cost of the delivery in their unit pricing listed in Section B.

The formula used to calculate this overnight shipping cost is as follows:

It is assumed that opinions will be delivered on 248 work days in a calendar year.

The estimated number of opinions in each year was divided by the number (248) of days.

This figure is multiplied by the average weight of one 17 page opinion (1 oz.) for published opinions and of .03 oz. for a 5 page unpublished opinion.

This is multiplied by the number of copies delivered to the court.

This provides the total average weight per shipment. This weight is compared to the Federal Express contract and the cost for a shipment of that weight is multiplied by the number of days.

This is rounded to the nearest dollar.

The figures calculated for FY 2003\* are based on FY2001 Federal Express rates and total \$3,173. The estimated total for the life of the contract, based on increasing numbers of both published and unpublished opinions, is \$22,209, averaging \$3,807\*\* yearly.

FY 2003 Estimate

Published Opinions

253 (opinions) / 248 = 1 (opinions shipped per day)

1 x 1 oz. (weight of one opinion) x 90 (copies shipped) = 90 / 16 oz. = 5.6 lbs.

**4<sup>TH</sup> CIRCUIT****EVALUATION FACTOR FOR OVERNIGHT SHIPPING COST (Continued)**

## Unpublished Opinions

1056 (opinions) / 248 = 4.25 (opinions shipped per day)

4.25 x 0.3 oz. (weight of one opinion) x 90 (copies shipped) = 114.75 / 16 oz. = 7 lbs.

Total 12.6 lbs. (rounded to 13 lbs.)

Federal Express charge to ship a 13 lb. Box is \$15.35

\$15.35 x 207 = \$3,173 (Federal Express charge for priority overnight service per year based on FY2001 rate)

\* FY2003 is calculated using only 10 months (207 work days).

\*\* The Average for the 4<sup>th</sup> Circuit is based on 5 years and 10 months.

**ATTACHMENT J-11**

**SAMPLE AMENDING ORDER**

**OF THE**

**DC CIRCUIT**

# United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

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**No. 00-1505**

**September Term, 2001**

Filed On: February 6, 2002 [656488]

Joseph G. Podewils and Gerald Nell Inc.,  
Petitioners

v.

National Labor Relations Board,  
Respondent

Before: EDWARDS and TATEL, *Circuit Judges*, and SILBERMAN, *Senior Circuit Judge*

## **ORDER**

Upon consideration of the Motion to Amend Order to Include Remand to the National Labor Relations Board, and the opposition thereto, it is

**ORDERED** that the opinion for the Court filed by Senior Circuit Judge Silberman on December 28, 2001 be, and hereby is, amended as follows:

Page 8, concluding sentence:

Accordingly, the petition for review is granted, and the case is hereby remanded to the Board for further proceedings not inconsistent with this opinion.

*Per Curiam*  
**FOR THE COURT:**

**Mark J. Langer, Clerk**