

PROGRAM 1714-S TERM 07/24/15 TO 6/30/16																
TITLE: CONTINENTAL MARINES																
AWARDED																
ITEM NO.	DESCRIPTION	BASIS OF AWARD	NPC		PEAKE DELANCY PRINTERS		PRODUCTION PRESS		ALCOM		MCDONALD & EUDY		WBC, INC./DBA LITHEXCEL		CURRENT CONTRACTOR	
			Claysburg, PA		CHEVERLY, MO		Jacksonville, IL		Harleysville, PA		Temple Hills, MD		Albuquerque, NM			
			UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST
I.	ELECTRONIC PREPRESS:			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
(a)	Trim page-size unit including halftones.....per trim/page-size unit.....	180	\$5.00	\$900.00	\$3.00	\$540.00	\$4.82	\$867.60	\$9.00	\$1,620.00	\$4.00	\$720.00	n/c	\$0.00	\$4.80	\$864.00
(b)	Digital one-piece laminated color proofs or G7 profile proofs.....per trim/page-size unit.....	180	\$12.00	\$2,160.00	\$3.50	\$630.00	\$2.94	\$529.20	\$15.00	\$2,700.00	\$2.50	\$450.00	\$16.00	\$2,880.00	\$2.90	\$522.00
(c)	Digital color content proofs.....per trim/page-size unit.....	180	\$1.50	\$270.00	\$1.25	\$225.00	\$1.96	\$352.80	\$1.50	\$270.00	\$1.50	\$270.00	\$2.00	\$360.00	\$1.90	\$342.00
(d)	PDF proofs (press-optimized).....per PDF.....	5	\$6.00	\$30.00	\$65.00	\$325.00	\$2.80	\$14.00	\$2.00	\$10.00	\$25.00	\$125.00	\$19.00	\$95.00	\$2.80	\$14.00
(e)	PDF proofs (web-optimized).....per PDF.....	5	\$10.00	\$50.00	\$65.00	\$325.00	\$25.00	\$125.00	\$2.00	\$10.00	\$25.00	\$125.00	\$50.00	\$250.00	\$25.00	\$125.00
(f)	System timework.....per hour.....	5	\$150.00	\$750.00	\$125.00	\$625.00	\$90.00	\$450.00	\$35.00	\$175.00	\$65.00	\$325.00	\$80.00	\$400.00	\$100.00	\$500.00
II.	PRINTING AND BINDING:			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
(a)	Printing in four-color process.....per trim/page-size unit			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
(1)	Makeready and/or setup.....	180	\$50.00	\$9,000.00	\$52.00	\$9,360.00	\$31.94	\$5,749.20	\$22.00	\$3,960.00	\$31.00	\$5,580.00	\$34.00	\$6,120.00	\$31.90	\$5,742.00
(2)	Running per 1,000 copies.....	36	\$13.00	\$468.00	\$14.75	\$531.00	\$6.29	\$226.44	\$13.00	\$468.00	\$6.25	\$225.00	\$20.00	\$720.00	\$6.19	\$222.84
(b)	Printing an additional color of ink.....per trim/page-size unit			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
(1)	Makeready and/or setup.....	270	\$90.00	\$24,300.00	\$28.00	\$7,560.00	\$14.02	\$3,785.40	\$4.00	\$1,080.00	\$12.00	\$3,240.00	\$10.00	\$2,700.00	\$14.50	\$3,915.00
(2)	Running per 1,000 copies.....	54	\$10.00	\$540.00	\$2.25	\$121.50	\$5.30	\$286.20	\$1.50	\$81.00	\$5.60	\$302.40	\$20.00	\$1,080.00	\$5.39	\$291.06
III.	PAPER:			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
(a)	White No. 2 Coated Text (Gloss) (70 lb) (JCP A182).....per 1,000 leaves.....	120	\$16.00	\$1,920.00	\$17.97	\$2,156.40	\$10.69	\$1,282.80	\$66.76	\$8,011.20	\$11.00	\$1,320.00	\$20.00	\$2,400.00	\$10.54	\$1,264.80
(b)	White No. 1 Coated Cover (Gloss) (80 lb) (JCP L11).....per 1,000 leaves.....	15	\$42.00	\$630.00	\$49.18	\$737.70	\$30.92	\$463.80	\$144.58	\$2,168.70	\$33.00	\$495.00	\$75.00	\$1,125.00	\$30.74	\$461.10
IV.	AUTHOR'S ALTERATIONS:			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
(a)	Author's alterations.....per line.....	50	\$50.00	\$2,500.00	\$4.00	\$200.00	\$2.42	\$121.00	\$5.00	\$250.00	\$1.00	\$50.00	\$10.00	\$500.00	\$2.50	\$125.00
V.	PACKING:			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
(a)	Bulk shipments:			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
(1)	Packing and sealing shipping containers.....per container.....	6	\$10.00	\$60.00	\$9.00	\$54.00	\$3.27	\$19.62	\$1.50	\$9.00	\$8.00	\$48.00	\$2.00	\$12.00	\$2.49	\$14.94
(b)	Mailed shipments:			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
(1)	Single or multiple copies (up to 1 lb) in kraft envelopes.....per envelope.....	11	\$1.00	\$11.00	\$0.75	\$8.25	\$0.39	\$4.29	\$0.85	\$9.35	\$0.65	\$7.15	\$1.00	\$11.00	\$0.34	\$3.74
(2)	Quantities over 1 lb up to 12 lbs in cushioned shipping bags (maximum gross weight 14 lbs).....per bag.....	675	\$1.50	\$1,012.50	\$0.85	\$573.75	\$0.84	\$567.00	\$0.90	\$607.50	\$0.75	\$506.25	\$2.00	\$1,350.00	\$0.75	\$506.25
(3)	Quantities over 12 lbs up to 24 lbs in small shipping containers (maximum gross weight 27 lbs).....per container.....	5	\$1.75	\$8.75	\$7.50	\$37.50	\$3.92	\$19.60	\$1.20	\$6.00	\$4.50	\$22.50	\$2.50	\$12.50	\$3.85	\$19.25
(4)	Quantities over 24 lbs up to 36 lbs in shipping containers (maximum gross weight 40 lbs).....per container.....	3	\$2.00	\$6.00	\$9.00	\$27.00	\$4.99	\$14.97	\$1.35	\$4.05	\$5.00	\$15.00	\$3.00	\$9.00	\$4.15	\$12.45
CONTRACTOR TOTALS				\$44,616.25		\$24,037.10		\$14,878.92		\$21,439.80		\$13,826.30		\$20,024.50		\$14,945.43
DISCOUNT			0.25%	\$111.54	5.00%	\$1,201.86	5.00%	\$743.95	5.00%	\$1,071.99	1.00%	\$138.26	1.00%	\$200.25	5.00%	\$747.27
DISCOUNTED TOTALS				\$44,504.71		\$22,835.24		\$14,134.97		\$20,367.81		\$13,688.04		\$19,824.25		\$14,198.16

U.S. GOVERNMENT PUBLISHING OFFICE
Dallas, Texas

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Continental Marines

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

DLA Document Services

Single Award

CONTRACT TERM: The term of this contract is for the period beginning Date of Award and ending July 31, 2016, plus up to four (4) optional 12-month extension periods that may be added in accordance with the "Option to Extend the Contract Term" clause in the contract.

This procurement is being solicited as a small purchase request for quotation (RFQ). The sealed bidding terminology used throughout these specifications is synonymous with their negotiated procurement counterparts unless specifically stated otherwise. Negotiated pursuant to 41 U.S.C. 5(1).

BID OPENING: Bids shall be publicly opened at 2 p.m., prevailing Dallas, TX time, on July 16, 2015.

BIDDERS, PLEASE NOTE: This replaces previous version of Program 1714-S, some changes have been made, please review carefully.

Questions concerning this contract should be directed to Jim Hunt at (214) 767- 0451, ext. 5. (No collect calls.)

Bids may be submitted via fax machine. The GPO fax number is (214) 767-4101. (See Contract Terms, Pub 310.2 (Rev. 6-01), Solicitation Provisions, 6. Facsimile Bids).

To submit a bid, contractors must execute and submit the 'Schedule of Prices' (pages 17-19) included within, and GPO Form 910, included within.

SECTION 1.- GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (Rev. August 2002)). A copy of these publications, as well as other supplemental GPO contract documents, can be obtained at: <http://www.gpo.gov/vendors/gaocab.htm>

DISPUTES: GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008 clause found at <http://www.gpo.gov/pdfs/vendors/contractdisputes.pdf>. This June 2008 clause also cancels and supersedes any other disputes language currently included in existing contractual actions.

DOING BUSINESS WITH THE GPO: Contractors wishing to do business with the GPO are referred to the GPO web site (<http://www.gpo.gov/vendors/index.htm>) where one can register as a GPO contractor using the 'GPO Contractor Connection' link in accordance with the furnished instructions on that page.

NOTE: Prospective as well as existing GPO contractors are to note that, as of 1/1/08, all contractors seeking to do business with the GPO must first complete and thereafter maintain the accuracy of its GPO Contractor Connection registration with the following mandatory taxpayer information boxes: "EIN/TIN #" (Employer Identification Number or Taxpayer Identification Number); "Subject to Backup Withholding" (See Form W-9, Request for Taxpayer Identification Number and Certification); and, "Current W-9 Request" (See Form W-9). The GPO will withhold payment of any invoices for work completed by any contractor who fails to provide these tax data in GPO Contractor Connection. Such invoices will be declared ineligible for payment until all requirements for payment, including providing these tax data in GPO Contractor Connection, have been satisfied.

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.

SECURITY WARNING: It is the contractor's responsibility to properly safeguard personally identifiable information (PII) from loss, theft, or inadvertent disclosure and to immediately notify the Government of any loss of personally identifiable information. Personally identifiable information includes but is not limited to a person's name, date of birth, Social Security Number, address, or financial data.

The contractor shall assure that each contractor's officers and employees with access to confidential information knows the prescribed rules of conduct, and that each contractor employee is aware that he/she may be subject to criminal penalties for violations of the Privacy Act.

Incident Reporting Requirements: If there is a breach, or a suspected breach, of PII, the incident must be reported to the GPO contract administrator within one hour of discovery.

CONFIDENTIALITY REQUIREMENTS: Contractor shall be bound by confidentiality rules applicable to the protection of PII. Contractor shall exercise reasonable discretion in handling documents that include privileged materials and confidential PII.

The contractor must agree to the following security conditions:

- (a) Mailing lists received by the contractor are sensitive and must be properly safeguarded from unauthorized disclosure. When mailing lists are not being processed, they will be securely stored in a location which will preclude unauthorized access.
- (b) Individuals having access to mailing lists during pick-up, transport, processing, assembly, delivery, etc., must be properly notified by the contractor regarding the sensitivity of the information and cautioned to preclude loss, theft, destruction or unauthorized access.

SECURITY: The information provided for this contract is considered sensitive. The processing and production and storage of this information require the greatest possible care in handling to ensure against any copies (or any information therein) from reaching unauthorized persons.

During the performance of this contract, controlled items/sensitive information will be produced. Appropriate safeguards must be proposed by the contractor and approved by the Contracting Officer for the safeguarding from actual, potential or inadvertent release by the contractor, or subcontractor, of these materials in any form. Such safeguards shall ensure that only governmental and contractor parties, including subcontractors, that have an established need-to-know, have access in order to perform work under this contract, and then only under conditions which assure that the information is properly protected.

The GPO reserves the right to audit contractor facilities for compliance with the above restrictions. While in use, all working materials shall be maintained under surveillance and shall be kept secure so as to preclude access by any persons who do not have a legitimate need to view them. Whenever controlled/sensitive information is not under the personal control and observation of an authorized person, it shall be guarded or stored in a locked security cabinet, safe, or safe-type steel file container. When it is impractical to store working materials because of its nature, size, or unique characteristics the material shall be secured in a restricted area capable of preventing unauthorized entry. The contractor is charged with designating an employee to perform all security checks to ensure compliance with these security requirements.

PRE-AWARD SURVEY: In order to determine the responsibility of the contractor, the Government reserves the right to conduct an on-site pre-award survey at the contractor's facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

SECURITY PLAN: The contractor must have a detailed Security Plan and must submit the Security Plan for approval before contract award. The integrity of any furnished discs or electronic submission must be given the highest priority. Therefore, the contractor must guarantee that the furnished addresses will be used only to complete this contract. **NOTE:** Security requirements also apply to any sub-contractor as well as the contractor (all parties involved).

Bid submission indicates contractor agrees and will abide by all the confidentiality and security requirements of this contract.

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	Press Inspection/Approved Proofs
P-8. Halftone Match (Single and Double Impression)	Press Inspection/Approved Proofs
P-10 Process Color Match	Press Inspection/Approved Proofs

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 before expiration of the current contract term. 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 three years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "Extension of Contract Term" clause. See also "Economic Price Adjustment" for periodic pricing revision.

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.

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.

PAYMENT: Contractors are required to submit all vouchers through the FAX Gateway. Each invoice submitted to GPO for payment must be for only one job and it must contain a copy of the print order and proof of delivery. If a delivery receipt contains proof of delivery for more than one job, the receipt must be duplicated and a copy submitted with each invoice. To get instructions, go to: <http://www.gpo.gov/vendors/payment.htm>

Note: The contractor shall itemize each billing voucher in accordance with the contract 'Schedule of Prices.'

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from Date of Award to July 31, 2016 plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

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

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

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

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

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

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

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

ECONOMIC PRICE ADJUSTMENT: The prices set forth in this contract shall be adjusted in accordance with the provisions of 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 below. Pricing will thereafter be eligible for adjustment during the second and any succeeding period(s). For each performance period after the first, a percentage figure will be calculated as described below and that figure will be the economic price adjustment for that entire next period. Pricing adjustments under this clause are not applicable to reimbursable postage or transportation costs, or to paper, if paper prices are subject to adjustment by separate clause herein.

For the purpose of this clause, the contract shall be divided into successive periods. The first period shall extend from Date of Award to July 31, 2016. 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.

Price adjustments in accordance with this clause will be based on the changes in the seasonally adjusted "Consumer Price Index For All Urban Consumers - Commodities Less Food" 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 the Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending three 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 April 30, 2015, 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.

NOTE: The Economic Price Adjustment (EPA) is NOT cumulative. The EPA is applied to the original contract price not to the original contract price plus any other EPAs applied.

NOTIFICATION: The contractor will be notified a minimum of 30 days before the end of the current contract annual period of availability or non-availability of funds for subsequent periods. Cancellation is effected if (i) the Contracting Officer notifies the contractor that funds are not available for the next year, or (ii) the Contracting Officer fails to notify the contractor that funds are available for the next year.

SECTION 2.- SPECIFICATIONS

SCOPE: These specifications cover the production of a separate cover, saddle-stitched publication requiring such operations as electronic prepress, proofs, printing in up to five ink colors (four-color process plus one Pantone ink), binding, packing, mailing and distribution.

TITLE: Continental Marines.

FREQUENCY OF ORDERS: Approximately 5 orders per year.

QUANTITY: Approximately 1,000 to 3,000 copies per order with an average of 1,500 copies per order.

NUMBER OF PAGES: Approximately 28 to 40 pages plus cover per order with an average of 32 pages plus cover per order.

SIZE: 8-3/8 x 10-7/8"; Exception: One order per contract year will be landscape orientation measuring 10-7/8 x 8-3/8".

GOVERNMENT TO FURNISH: Electronic media with all page elements (text and illustrations) in proper position. Print Orders. A visual of the furnished electronic files will be provided.

Electronic Media:

Platform: Windows or Apple.

Storage Media: CD-R or DVD.

Note: In lieu of sending physical media to the contractor, the Department may send electronic files to the contractor using File Transfer Protocol (FTP). The contractor must provide the Department with the contractor's FTP site address, a user name and a password, if required. The Department will send the contractor the GPO Form 2511 and a copy of the visual via facsimile the same day that the electronic files are sent to the contractor via FTP.

Software: Adobe Creative Suite. Files are provided in native application format.

Note: All software upgrades (for specified applications) which may occur during the term of the contract must be supported by the contractor.

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

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.

ELECTRONIC PREPRESS: Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required reproduction image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported to the GPO contract administrator within 24 hours of receipt of the Government furnished material.

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.

Halftones are to be 150-line screen or finer.

When required by the Government, the contractor shall make minor revisions to the electronic files. Prior to making revisions, the contractor shall copy the furnished files and make all changes to the copy. It is anticipated that the Government will make all major revisions.

Upon completion of each order, the contractor must furnish final production native application files (digital deliverables) with the furnished material. The digital deliverables must be an exact representation of the final printed product and shall be returned on the same type of storage media as was originally furnished. The Government will not accept, as digital deliverables, PostScript files, Adobe Acrobat Portable Document Format (PDF) files, or any proprietary file formats other than those supplied, unless specified by the Government. Note: The Government will accept Adobe Acrobat PDF files as digital deliverables when furnished by the Government.

PROOF DELIVERY NOTIFICATION: The contractor must notify the Dallas GPO via facsimile or email when the proofs are shipped to the department and provide the name of the carrier service and tracking number. Additionally, if the proofs are not returned by the department within the specified time the contractor must notify the GPO that the proofs have not been returned. The contractor may not be allowed additional time due to a proof overhold, if he fails to notify the GPO on the first day of the overhold.

Send proof delivery notification via email to Dallas.Reddick@dla.mil and jhunt@gpo.gov. Include GPO jacket numbers with all correspondence.

PROOFS:

TWO (2) sets of digital color content proofs for each product. Direct to plate must be used to produce the final product with a minimum resolution of 2400 x 2400 dpi.

Proofs must be created using the same Raster Image Processor (RIP) that will be used to produce the product. Proofs shall be collated with all elements in proper position (not pasted up), imaged face and back, trimmed and folded to the finished size of the product, as applicable.

Digital proofs for envelopes must be “die cut” including “die cutting” of windows. Accurate hand cutting will also be acceptable.

TWO (2) sets of digital one-piece composite laminated color proofs on the actual production stock (Kodak Approval, Screen TrueRite, Polaroid PolaProof, Latran Prediction, CreoSpectrum, or Fuji Final Proof) with a minimum resolution of 2400 x 2400 dpi. Proofs must show dot structure and be in press configuration. Direct to plate must be used to produce the final product.

In lieu of digital one-piece laminated proofs, at contractor's option two sets of inkjet proofs that are G7 profiled and use pigment-based inks may be submitted. A proofing RIP that provides option for high quality color matching such as Device Links Technology and/or ICC Profiles Technology, and meets or exceeds industry tolerance to ISO 12647-2 standard for Graphic Technology (as of 3/19/09 and future amendments) must be utilized. Output must be a minimum of 720 x 720 dpi on a GRACoL or SWOP certified proofing media. Proofs must contain one of the following color control strips to be evaluated for accuracy: IDEAlliance ISO 12647-7 (2007 or later) Wedge or P2P25 Target.

Proofs must contain color control bars for each color of ink on the sheet. Control bars must be placed parallel to the press's ink rollers. The control bars (such as Brunner, GATF, GRETAG, or RIT) must show areas consisting of minimum 1/8 x 1/8 solid color patches; tint patches of 25, 50 and 75%; dot gain scale; and gray balance patches for process color (if applicable). These areas must be repeated consecutively across the sheet. The make and model number of the proofing system utilized shall be furnished with the proofs. These proofs must contain all elements and indicate margins. Proofs will be used for color match on press.

The proofs will be checked for quality and compliance with these specifications, approved or approved with comments and made available for pickup by the contractor within TWO (2) working days after receipt in the U. S. Government Publishing Office, Dallas, TX and the ordering agency. If, in the opinion of the GPO and/or department, the proofs are not a true representation of the furnished art, (objectionable or serious shift in hue, saturation, or density) or contain noticeable defects they will be rejected and the contractor will be required to make the necessary corrections and reproof at no additional expense to the Government. The schedule stated elsewhere in these specifications CANNOT be extended to allow for such reproofing.

All proofs must be delivered as a complete set unless specifically instructed otherwise by the Government Publishing Office. Do not send proofs for items within an order separately. All proofs must be delivered with all of the original copy furnished to the contractor.

Revised Proofs Due to Printer's Errors: If in the Government's opinion, contractor's errors are such that revised proofs are required, these are to be provided at no additional cost to the Government. No extra time or charges can be allowed for this reproofing; such operations must be accomplished within the original production schedule allotted in the specifications. Unless specifically instructed otherwise, all revised proofs must be delivered with all preceding proof(s) and the original copy furnished to the contractor.

Proofs will be reviewed and must comply with the specifications. The proofs must be submitted in sufficient time to allow the Government to review the proofs and the contractor to complete production and shipment in accordance with the shipping schedule.

The Government will approve, conditionally approve, or disapprove the proofs within 5 workdays of the receipt thereof. Approval or conditional approval shall not relieve the contractor from complying with the specifications and all other terms and conditions of the contract. A conditional approval shall state any further action required by the contractor. A notice of disapproval shall state the reasons therefore.

If the proofs are disapproved by the Government, the Government at its option may require the contractor to submit additional proofs for review in the time and under the terms and conditions specified in the notice of rejection. Such additional proofs shall be furnished, and necessary changes made, at no additional cost to the Government and with no extension in the shipping schedule. The Government will require the time specified above to review any additional proofs required.

In the event the proofs are disapproved by the Government, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause in which event this contract shall be subject to termination for default, provided however, that the failure of the Government to terminate the contract for default in such event shall not relieve the contractor of the responsibility to deliver the contract quantities in accordance with the shipping schedule.

In the event the Government fails to approve, conditionally approve, or disapprove the proofs within the time specified, the Contracting Officer shall automatically extend the shipping schedule in accordance with the procedures as indicated in Article 12, "Notice of Compliance With Schedules" of Contract Clauses in GPO Contract Terms (Pub. 310.2, effective December 1, 1987 (Rev. 6-01)).

Manufacture of the final product prior to approval of the proofs submitted is at the contractor's risk. Proofs will not be returned to the contractor. All costs, including the costs of all proofs, shall be included in the contract price for the production quantity.

If the government makes author's authorizations that do not affect the color proof, then the contractor may produce and deliver PDF proofs as follows:

PDF PROOFS: Contractor to submit one 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. PDF proof will be evaluated for text flow, image position, and color breaks. Proof will not be used for color match.

Contractor must call Jim Hunt at 214-767-0451, ext. 5 to confirm receipt.

If the contractor cannot provide an acceptable set of PDF proofs by this date or within a reasonably sufficient time to allow for proof review and printing **BEFORE THE ESTABLISHED DELIVERY DATE**, he/she may be required to show cause as to why the contract should not be terminated for default.

The proofs will be checked for quality and compliance with these specifications, approved or approved with comments and the contractor will be notified within TWO (2) working days after receipt. If, in the opinion of the GPO and/or Department, the proofs are not a true representation of the furnished copy, or contain noticeable defects they will be rejected, must be corrected and reproofed at no additional expense to the Government. The schedule stated elsewhere in these specifications **CANNOT** be extended to allow for such reproofing.

Email Proofs to:
andrew.chrestman@usmc.mil
Dallas.Reddick@dla.mil
jhunt@gpo.gov

PRESS SHEET INSPECTION: Upon agency request, contractor will facilitate a PRESS SHEET INSPECTION. Final makeready press sheets will be inspected and approved at the contractor's plant for the purpose of establishing specified standards for use during the actual press run. Upon approval of the sheets, the contractor is charged with maintaining those standards throughout the press run (within QATAP tolerances when applicable) and with discarding all makeready sheets that preceded approval. See GPO Publication 315.3 (Guidelines for Contractors Holding Press Sheet Inspections) dated August 2002 available at http://www.gpo.gov/pdfs/vendors/sfas/contractors_holding_psi.pdf . Note: A press sheet inspection is for the purpose of setting specific standards that are to be maintained throughout the entire run. It does not constitute a prior approval of the entire run.

Press sheets must contain control bars for each color of ink on the sheet. The control bars (such as Brunner, GATF, GRETAG, or RIT) must show areas consisting of minimum 1/8 x 1/8 solid color patches; tint patches of 25, 50 and 75%; dot gain scale; and gray balance patches for process color (if applicable). These areas must be repeated consecutively across the sheet. The make and model number of the proofing system utilized shall be furnished with the proofs. These proofs must contain all elements and indicate margins. Proofs will be used for color match on press.

Within six hours of the conclusion of the press sheet inspection, the contractor must provide to the on-site Departmental representative three (3) production copies each of the publication. These copies cannot be deducted from the total quantity ordered and may be hand trimmed and stitched, at contractor's option.

The contractor must be able to provide the following equipment, in working order, for use during press sheet inspections:

- (1) A calibrated densitometer, at press site, for the purpose of monitoring density, dot gain, contrast, trapping, hue error, and ink coverage.
- (2) A proofite such as a color balance system that closely approximates a phase of natural daylight equal to at least 5000 degree Kelvin. It should be mounted in a viewing booth with the lights set at the proper angles to eliminate glare.
- (3) A standard viewer for color transparencies that will accommodate 4 x 5" (or larger) transparencies with 5000 degree Kelvin light source.

The contractor must notify the GPO contract administrator, Jim Hunt, at 214-767-0451 x5 of the date and time the press sheet inspection can be performed. In order for proper arrangements to be made, notification must be given at least 72 hours prior to the inspection. See Contract Clauses, Paragraph 14, Inspection and Tests of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)).

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 12" dated March 2011. All paper used for each copy must be of a uniform shade. All cover paper must have the grain parallel to the spine.

White No. 2 Coated Text, Gloss-Finish, basis weight: 70 lbs per 500 sheets, 25 x 38", equal to JCP Code A182.

White No. 1 Coated Cover, Gloss-Finish, basis weight: 80 lbs per 500 sheets, 20 x 26", equal to JCP Code L11.

PRINTING: Print text and covers head to head in four-color process (exact register). The majority of all text pages and covers contain full-color illustrations, halftones/flat tones, heavy ink coverage, and full bleeds. Images (including illustrations) may print to and must align across the bind. When indicated on the print order, print text and/or cover in an additional fifth color. Match Pantone number as indicated on the print order.

After printing, coat the entire surfaces of Covers 1 and 4 with a matte finish aqueous coating. The coating must be evenly applied with no trapped foreign particles or air bubbles.

Note: All orders must be printed on a press capable of printing four (4) colors in a single pass through the press. (Press must have a minimum of four printing units.)

MARGINS: Maintain margins as indicated in the electronic files unless otherwise specified. Full bleed edges and crossover images scattered throughout.

BINDING: Saddle-wire stitch in two places on the left 10-7/8" dimension. Trim three sides. Each product must contain a complete 4-page signature after trimming. Single leaves connected with a lip (i.e., binding stub) to the left or right side of stitches will not be allowed. **EXCEPTION:** One order per year will be in landscape orientation; contractor must saddle wire stitch in two places on the left 8-3/8" dimension. Trim three sides.

PACKING: Bulk shipments: Pack in suitable shipping containers not to exceed 40 pounds.

Mailed shipments:

Insert single copies and multiple copies (up to 1 pound) in kraft envelopes.

Quantities over 1 pound up to 12 pounds must be inserted into cushioned shipping bags (maximum gross weight 14 pounds).

Quantities over 12 pounds up to 24 pounds must be packed in small shipping containers (maximum gross weight 27 pounds).

Quantities over 24 pounds up to 36 pounds must be packed in shipping containers (maximum gross weight 40 pounds).

LABELING AND MARKING: Bulk shipments: Reproduce shipping container label from furnished repro, fill in appropriate blanks and attached to shipping containers.

Mailed shipments: At contractor's option, affix an address label to or print directly on each unit of mail that is packaged in envelopes, shipping bags, or shipping containers.

INSPECTION SAMPLES: When indicated on the print order or otherwise requested, two samples shall be sent for inspection to the U.S. Government Publishing Office, Regional Publishing Procurement Office, 1100 Commerce Street, Room 731, Dallas, Texas 75242-0395, Attn: Inspection Samples 1714S/xxxxx (print order number).

These samples cannot be deducted from the total quantity ordered. The package or envelope containing the samples shall be identified by the GPO jacket number, program number, print order number, title, and include a facsimile of the print order on which they were ordered. The contractor will comply with the shipping schedule regardless of this requirement and will be notified of the test results only if there are deficiencies.

DEPARTMENTAL RANDOM COPIES (BLUE LABEL): All orders must be divided into 80 equal sublots. A random copy must be selected from each subplot. Do not choose copies from the same general area in each subplot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. The random copies constitute a part of the total quantity ordered, and no additional charge will be allowed.

These randomly selected copies must be packed separately and identified by a special Government-furnished blue label, affixed to each affected container. The container and its contents shall be recorded separately on all shipping documents and sent in accordance with the distribution list to the Marine Forces Reserve in New Orleans, LA (see item (a) under "Distribution" for address) as part of the advance copies.

A copy of the print order/specification and a signed Government-furnished certificate of selection must be included.

DISTRIBUTION: Contractor must notify the ordering agency on the same day that the product ships via email to Dallas.Reddick@dla.mil and jhunt@gpo.gov. The subject line of this message shall be "Distribution Notice for Program 1714S and Print Order xxxxx" (note current print order). The notice must provide all applicable tracking numbers, shipping method, and Title. Contractor must be able to provide copies of all delivery, mailing, and shipping receipts upon agency request.

Ship reimbursable f.o.b. contractor's city for mailed shipments and f.o.b. destination for all other shipments as follows:

- (a) 100 pre-distribution "advance" copies must be delivered f.o.b. destination 24 hours prior to complete distribution to Marine Forces Reserve, Public Affairs Office, 2000 Opelousas Ave, Rm 4E5400, New Orleans, LA 70146.
- (b) 1 "web-optimized" PDF of the final product to be emailed to Dallas.Reddick@dla.mil and jhunt@gpo.gov on the same day the 100 advance copies are shipped.
- (c) 250 advance copies (including the 50 Blue Label Random Copies) must be delivered f.o.b. destination on the delivery date indicated on the print order to the address listed in item (a) above.
- (d) Mail reimbursable f.o.b. contractor's city approximately 1,500 copies to various destinations with the quantity varying from 1 to 100 copies per destination. Mail via reimbursable Parcel Post. Note: The contractor is required to sort all mailed copies to receive the maximum discounts available under Parcel Post.
- (e) All mailed copies must conform to the appropriate regulations in the USPS manuals for Domestic Mail or International Mail as applicable. The contractor is required to apply the appropriate postage to each mailing. The contractor will be reimbursed for postage by submitting a properly completed USPS receipt of mailing (or equivalent) with the voucher for billing. The contractor must provide a copy of the mailing receipt and postage costs as soon as mailing is completed via email to Dallas.Reddick@dla.mil and jhunt@gpo.gov. The receipt must be identified by the Program Number and Print Order number.

Upon completion of each order, all Government-furnished material must be returned to the address listed under "Proofs." All expenses incidental to returning materials, submitting proofs and furnishing sample copies must be borne by the contractor.

MAILING LIST DATABASE: Prior to the issuance of each print order, the ordering agency will electronically transmit addresses. The contractor is required to electronically store and maintain a database of names and addresses and merge electronically with any other mail lists provided by the Department for the mailing of a specific number of publications from each order. The contractor will be required to update the stored data with additions or deletions provided by the Department in either electronic or hard copy format.

All mailing lists are the property of the Government and are not to be used for purposes other than as specified herein without the expressed written permission of the Government. Upon termination of this contract or at the request of the Government, all mailing lists held by the contractor must be completely updated and returned to the Government to the address and on the media specified by the Government.

SCHEDULE: Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

Furnished material will be ready for pickup, at contractor's expense, within one hour after notification from the Department: See "Proofs" for address.

All pickups from and deliveries to the Department must be made between 7:30 a.m. and 3:00 p.m., prevailing New Orleans, LA, time.

No definite schedule for pickup of material can be determined. The following schedule begins the workday after notification of the availability of the print order and furnished material; the workday after notification will be the first workday of the schedule.

- (a) The contractor will submit proofs within THREE (3) workdays.
- (b) The Department will hold proofs ONE (1) workday and approve or disapprove with corrections and contractor will pick up.
- (c) If required, the contractor will submit revised proofs within ONE (1) workday if author's alterations are of a minor nature. For extensive alterations additional time may be granted upon coordination with the GPO contract administrator. GPO reserves the right to determine what will be considered extensive. If there are no color or quality issues requiring correction, digital laser color proofs or Adobe Acrobat proofs will be acceptable. The Department will hold the proofs 1 workday and approve or disapprove with corrections. This schedule will repeat for any additional revised proofs required.
- (d) The contractor must complete production and distribution within five (5) workdays after receipt of an "OK to Print."

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 destinations specified and products ordered for shipment f.o.b. contractor's city must be mailed to the destinations specified.

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 orders for 12 months 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 during a like period of time.

The following item designations correspond to those listed in the "Schedule of Prices".

- I. (a) 180
(b) 180
(c) 180
(d) 5
(e) 5
(f) 5

- II. (a) (1) 180 (2) 270
(b) 36 54

- III. (a) 120
(b) 15

- IV. (a) 50

- V. (a) 6
(b)(1) 11
(b)(2) 675
(b)(3) 5
(b)(4) 3

SECTION 4.- SCHEDULE OF PRICES

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

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

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government. Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

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

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

Fractional parts of 1,000 will be prorated at the per 1,000 rate.

Cost of all required paper must be charged under Item III.

I. ELECTRONIC PREPRESS: The prices offered must be all-inclusive for output from electronic media and shall include the cost of all materials and operations as applicable. Note: Output of original or revised pages from electronic media provided by the Government will be charged under item (a).

- (a) Trim-/page-size unit including halftones.....per trim-/page-size unit.....\$_____
- (b) Digital one-piece laminated color proofs
or G7 profile proofs.....per trim-/page-size unit.....\$_____
- (c) Digital color content proofs.....per trim-/page-size unit.....\$_____
- (d) PDF proofs (press-optimized).....per PDF.....\$_____
- (e) PDF final (web-optimized).....per PDF.....\$_____
- (f) System timework.....per hour.....\$_____

Electronic prepress operations which cannot be properly classified under any other item shall be charged as “System Timework”. Any charge made under “System Timework” must be supported by a statement outlining in detail the operation for which payment is claimed. In case of dispute, the Contracting Officer reserves the right to be the final judge as to the operations and/or number of hours chargeable under item (f).

Initials

II. PRINTING AND BINDING:

	<u>Makeready and/or Setup</u> (1)	<u>Running Per 1,000 Copies</u> (2)
(a) Four-color process printing.....per trim-/page-size unit.....	\$ _____	\$ _____
(b) Printing an additional color of ink...per trim-/page-size unit.....	\$ _____	\$ _____

III. 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 ordered. The cost of any paper required for makeready or running spoilage must be included in the prices offered.

	<u>Per 1,000 Leaves</u>
(a) White No. 2 Coated Text (Gloss) (70 lb) (JCP A182).....	\$ _____
(b) White No. 1 Coated Cover (Gloss) (80 lb) (JCP L11).....	\$ _____

IV. AUTHOR'S ALTERATIONS: The price offered for all minor revisions to the electronic files made by the contractor should include the cost of all materials and operations required to produce the revision in its final form as an integral part of the basic page.

(a) Author's alterations.....per line.....	\$ _____
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Initials

V. PACKING: Prices must be all-inclusive, as applicable, and must include the cost of kraft envelopes, shipping bags, shipping containers, pallets, all necessary wrapping and packing materials, labeling or marking, and distribution in accordance with these specifications.

(a) Bulk shipments:

(1) Packing and sealing shipping containers.....per container.....\$ _____

(b) Mailed shipments:

(1) Single or multiple copies (up to 1 lb) in kraft envelopes.....per envelope.....\$ _____

(2) Quantities over 1 lb up to 12 lbs in cushioned shipping bags
(maximum gross weight 14 lbs).....per bag.....\$ _____

(3) Quantities over 12 lbs up to 24 lbs in small shipping containers
(maximum gross weight 27 lbs).....per container.....\$ _____

(4) Quantities over 24 lbs up to 36 lbs in shipping containers
(maximum gross weight 40 lbs).....per container.....\$ _____

LOCATION OF POST OFFICE: All mailing will be made from the _____

Post Office located at Street Address _____

City _____, State _____, Zip Code _____

INSTRUCTIONS FOR BID SUBMISSION: Fill out and return two copies of all pages in "Section 4.- Schedule of Prices". Initial or sign each in the space provided. Also submit two copies of GPO Form 910, "Bid". Do not enter bid prices on GPO Form 910. **NOTE:** The Schedule of Prices will prevail in instances where prices are inadvertently entered on GPO Form 910.

Bidder _____

(City - State)

By _____

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

(Person to be contacted)

(Telephone Number)

U.S. GOVERNMENT PRINTING OFFICE
Printing Procurement Department
BID

All bids are subject to GPO Publication 310.2, Contract Terms (Rev. 6-01) which is incorporated by reference, and the representations and certifications on the reverse of part one of this GPO Form 910.

Shipment(s) 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, contractor will be responsible for any additional shipping costs incurred.)

PROGRAM NO. _____ (BIDDER TO ATTACH SCHEDULE OF PRICES TO THIS BID FORM)

or

JACKET NO. _____

BID _____

Additional _____ Rate _____

Discounts are offered for prompt payment as follows: _____ percent, _____ calendar days.
See Provision 12 "Discounts" in GPO Contract Terms (Pub. 310.2).

Bidder hereby acknowledges amendment(s) number(ed) _____

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.

Notice: Failure to provide a 60 day bid acceptance period may result in expiration of your bid prior to award.

COMPANY SUBMITTING BID

PERSON AUTHORIZED TO BID

Company _____ Name _____

Address _____ Title _____

City _____ State _____ Zip _____ Signature _____

GPO Contractor Code (if known) _____ Date _____

Telephone Number _____ Facsimile Number _____

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

Representations and Certifications

Exception to the certifications may render your bid nonresponsive. Submission of your bid without statement of exception shall constitute certification of the six items.

REPRESENTATIONS.

R-1. Small business. By submission of a bid, the bidder represents that the bidder is a small business concern, unless the bid contains an affirmative representation that the bidder is not a small business concern.

R-2. Small Disadvantaged Business Concern. By submission of a bid, the bidder represents that the bidder is not a small disadvantaged business concern, unless the bid itself contains an affirmative representation that the bidder is a small disadvantaged business concern.

R-3. Women-Owned Small Business Concern. By submission of a bid, the bidder represents that the bidder is not a women-owned small business concern, unless the bid itself contains an affirmative representation that the bidder is a women-owned small business concern.

CERTIFICATIONS.

C-1. Covenant Against Contingent Fees. Submission of a bid without statement of exception shall constitute certification.

(a) The contractor warrants that no person or agency has been employed or retained to solicit or obtain a contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul the contract without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency" means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee" means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee" means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence" means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

C-2. Buy American Certification. Except as may be listed with the bid itself, the bidder certifies with the submission of a bid that each end product is a domestic end product (as defined in clause 37 "Buy American Act" in Contract Clauses), and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States. Any exception listed with the bid itself must list both the excluded end products and the country of origin of each.

C-3. Clean Air and Water. Submission of a bid without statement of exception shall constitute certification.

(Applicable if the bid or offer exceeds \$100,000 or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413 (C) (1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

(a) Any facility to be utilized in the performance of the proposed contract has not been listed on the Environmental Protection Agency List of Violating Facilities.

(b) The Contracting Officer will be promptly notified, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

(c) Bidder will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

C-4. Certificate of Independent Price Determination. Submission of a bid without statement of exception shall constitute certification.

(a) The offeror certifies that-

(1) The prices in the offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to(i) those prices; (ii) the intention to submit an offer; or (iii) the methods or factors used to calculate the prices offered.

(2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in the bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision

(b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

C-5. Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters (Jan. 1999). By submission of a bid-

(a)(1) The offeror certifies, to the best of its knowledge and belief, that-

(i) The offeror and/or any of its principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager; head of a subsidiary, division or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under the solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from the solicitation for default.

C-6. Certification of Nonsegregated Facilities (Jan. 1999). Submission of a bid without statement of exception shall constitute certification.

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By submission of an offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will-

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

*****SAMPLE BID ENVELOPE*****

In order to insure proper processing of all bids, the following
Information is required on all contractor furnished bid envelopes:

JACKET OR PROGRAM NO. _____
FROM _____
ADDRESS _____

POSTAGE
STAMP
REQUIRED

(Please check appropriate box)

- BID
- NO BID
- CONFIRMATION OF TELEPHONE/TELEGRAPH BID

**U.S. Government Printing Office
Dallas Regional Printing Procurement Office
1100 Commerce Street, Room 731
Dallas, TX 75242**

BIDS WILL BE RECEIVED UNTIL

AT 2 P.M. PREVAILING DALLAS TIME