

PROGRAM 1746-S TERM: 07/01/15 TO 06/30/16										
TITLE:	LIBRARY BOOKBINDING									
ITEM NO.	DESCRIPTION	* BASIS OF AWARD *	* HF GROUP, LLC Manchester, IN *	* HOUCHEN BINDERY Utica, NE *	* PREVIOUS CONTRACTOR *					
		* UNIT RATE *	* COST *	* UNIT RATE *	* COST *					
I.	LIBRARY BINDING:									
(a)	Rebinding books (up to 2-1/2" in thickness).....per volume.....	* 75 *	\$13.00 \$975.00	* \$12.75 \$956.25 *	* \$9.50 \$712.50 *					
(1)	Book volumes over 2-1/2" in thickness.....per add'l 1/2".....	* 35 *	\$5.10 \$178.50	* \$4.00 \$140.00 *	* \$1.50 \$0.00 *					
(b)	Magazines/periodicals (up to 2-1/2" in thickness)....per volume.....	* 75 *	\$20.85 \$1,563.75	* \$12.75 \$956.25 *	* \$9.75 \$731.25 *					
(1)	Magazines/periodicals over 2-1/2" in thickness..per add'l 1/2".....	* 7 *	\$5.10 \$35.70	* \$4.00 \$28.00 *	* \$1.50 \$0.00 *					
(c)	Reference books (up to 2-1/2" in thickness).....per volume.....	* 52 *	\$13.00 \$676.00	* \$12.75 \$663.00 *	* \$9.75 \$507.00 *					
(d)	Pamphlets (64 pages or less).....per volume.....	* 210 *	\$11.50 \$2,415.00	* \$7.75 \$1,627.50 *	* \$5.50 \$1,155.00 *					
(e)	Law books (up to 2-1/2" in thickness).....per volume.....	* 700 *	\$18.00 \$12,600.00	* \$12.75 \$8,925.00 *	* \$9.75 \$6,825.00 *					
II.	ADDITIONAL OPERATIONS:									
(a)	Binding stubs (any length).....per 1/4" thick stub.....	* 15 *	\$4.05 \$60.75	* \$2.50 \$37.50 *	* \$1.50 \$0.00 *					
(b)	Additional typelines (over eight).....per line.....	* 4 *	No Charge \$0.00	* \$0.10 \$0.40 *	* \$0.05 \$0.00 *					
(c)	Cloth pockets, including insertion of materials and gluing in place, per binding instructions.....per pocket.....	* 5 *	\$11.70 \$58.50	* \$6.00 \$30.00 *	* \$5.00 \$25.00 *					
(d)	Tattletape installation.....per tape.....	* 48 *	\$0.80 \$38.40	* \$0.50 \$24.00 *	* \$0.30 \$14.40 *					
			\$0.00		\$0.00					
	CONTRACTOR TOTALS		\$18,601.60	\$13,387.90	\$9,970.15					
	DISCOUNT		0.00%	0.00%	0.00%					
	DISCOUNTED TOTALS		\$18,601.60	\$13,387.90	\$9,970.15					
				AWARDED						

U.S. GOVERNMENT PRINTING OFFICE
Dallas, TX

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Library Bookbinding

as requisitioned from the U.S. Government Publishing Office by the
U.S. Court of Appeals

Single Award

CONTRACT TERM: The term of this contract is for the period beginning July 1, 2015 and ending June 30, 2016, plus up to four (4) optional 12-month extension period(s) that may be added in accordance with the "Option to Extend the Contract Term" clause in Section 1 of this contract.

BID OPENING: Bids shall be publicly opened at 2 p.m., prevailing Dallas, Texas time, on June 19, 2015.

BID SUBMISSION: Submit bid in pre-addressed envelope furnished with solicitation or send to: U.S. Government Publishing Office, Customer Services, Dallas Regional Office, 1100 Commerce Street, Suite 731, Dallas, TX 75242. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO, Fax No. 214-767-0456. The program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2, as revised June 2001.

BIDDERS, PLEASE NOTE: Minor changes are scattered throughout; therefore, all bidders are cautioned to familiarize themselves with all provisions of these specifications before bidding.

Abstracts of contract prices are available at: <http://www.gpo.gov/gpo/abstracts/abstract.action?region=Dallas>

For information of a technical nature, call Rachel Trussell on (214) 747-0451, Ext. 4 (no collect calls).

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. 8-02)).

GPO Contract Terms (GPO Publication 310.2) – <http://www.gpo.gov/pdfs/vendors/sfas/terms.pdf>.

GPO QATAP (GPO Publication 310.1) – <http://www.gpo.gov/pdfs/vendors/sfas/qatap.pdf>.

DISPUTES: GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008 clause found at 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.

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

Product Quality Levels:

- (a) 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.

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

OPTION TO EXTEND THE TERM OF THE CONTRACT: The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed five (5) years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the “EXTENSION OF CONTRACT TERM” clause. See also “ECONOMIC PRICE ADJUSTMENT” for authorized pricing adjustment(s).

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

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

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from July 1, 2015 through June 30, 2016, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

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

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending three (3) months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending March 31, 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.

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

ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS: A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual print order for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from July 1, 2015 through June 30, 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.

PAYMENT: Submit all billing invoices to: U.S. Government Publishing Office, Comptroller, Stop: FMCE, Financial Management Service, Washington, DC 20401.

The preferred method of submitting your invoices for payment is through the GPO fax gateway (if no samples are required). The information for using this method is located at the following website <http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html>.

When completing your invoice, please be sure to include all requested information as outlined in *GPO's Billing Instruction* (GPO Publication 300.3) <http://www.gpo.gov/vendors/billing.htm>.

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

SECTION 2.- SPECIFICATIONS

SCOPE: These specifications cover the production of library binding requiring such operations as copy pickup; rebinding books; binding various sizes of magazines/periodicals, reference books, newspapers and law books; packing and delivery.

TITLE: Library Bookbinding.

FREQUENCY OF ORDERS: Approximately 3-5 orders per year (average 4).

QUANTITY: Approximate requirements are as follows:

<u>Item</u>	<u>Quantity</u>	<u>Height</u>	<u>Thickness</u>
1. Books to be rebound	100	8" to 16"	Up to 2-1/2"
2. Magazines/Periodicals	150	8" to 16"	Up to 2-1/2"
3. Reference Books*	100	8" to 14"	Up to 2-1/2"
4. Pamphlets	100	8" to 16"	Up to 64 pages
5. Law Books	663	8" to 16"	Up to 2-1/2"

*Reference books will include single numbers of serials (e.g., annuals, directories, thesis, and individual numbered monographs) in addition to encyclopedia sets, dictionaries, atlases, etc.

GOVERNMENT TO FURNISH: Individual binding instructions, previously bound samples, listing of items to be bound and materials to be bound. Print Orders.

INSPECTION OF VOLUMES: All bookbinding under this contract must be compatible with the bound books filed in the U.S. Court of Appeals, 5th Judicial Circuit libraries. Prospective bidders may examine volumes on file by contacting Mr. Victor L. Buccola, 504-310-7728, U.S. Court of Appeals, 5th Judicial Circuit, 600 Camp Street, Room 106, New Orleans, LA 70130.

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.

NOTE: The successful bidder must furnish the library with a sample book of the colors of binding material available.

The following material and processing methods will be required.

MATERIALS:

Thread: When used for machine oversewing, thread shall be at least equal to that recommended by the manufacturers of the machine in quality, construction and performance characteristics when used in the proper operations of the machine. Thread for hand oversewing shall be of linen.

Boards: Quality of board shall generally conform to being free from surface lumps and reasonably smooth and flat: the usable portion of the sheet shall be reasonably free from all clip indentations and other mechanical imperfections. The thickness of the board shall be adapted to the size and weight of the volume bound and shall be between 0.060 and 0.205 inches

Cover materials: Cover material shall be pyroxylin impregnated fabrics, Group F buckram (grey cloth weight 7.9 ounces per square yard).

Back Lining: The fabric shall be cotton, thoroughly cleaned, free from waste and may be napped on one side. The weight of the fabric shall not be less than 4 ounces per square yard. The thread count per inch shall not be less than 45 in the warp and 38 in the filling. The breaking strength (by the strip method) shall not be less than 42 pounds per inch for the warp and 53.5 pounds per inch in the filling.

Inlays: All covers shall have an inlay of flexible paper, with the grain running lengthwise, securely attached to the inside of the backbone of the cover. The paper shall be of a thickness appropriate to the thickness of the cover boards, but not less than 0.12 inches and no thicker than 0.025 inches except in the case of periodicals where it may not be more than 0.030 inches.

Reinforcing Fabric: Reinforcing fabric for the end papers shall be standard 80 x 80 thread count print cloth construction, prorated to 39 inches, 4.00 yards per pound.

End Papers: End papers (basis size 25 x 38", 80 lbs. per 500 sheets) shall consist of three functional parts: a paste-down or outward end leaf that becomes the cover lining, at least two free flyleaves and reinforcing fabric.

Glue: Glue for the back shall be high-grade, flexible adhesive, either animal or polyvinyl resin. Paste: Paste for casing-in shall be glycol, polyvinyl resin or an equal non-warp paste.

Foils and Inks: Material used shall be such as to ensure legible lettering during the life of the binding.

CONSTRUCTION:

Examination: All volumes shall be carefully examined before being taken apart to detect any peculiarities of the paper or construction in order to determine the most suitable method of binding or the necessity of special handling or a determination that library binding is inadvisable. All issues shall be carefully checked, issue by issue, page by page, and collated for proper sequence pagination in accordance with the department's arrangement, title page, index, inserts and supplements. Incompleteness or defects shall be reported promptly to the departmental library. Inclusion or omission of covers, advertising, and similar material shall be handled in accordance with the print order. Generally, covers and advertising will be omitted from the medical journals to be bound.

Tears: All tears shall be mended with Perma-film or its equivalent. Margins shall be pieced out with bond paper, high-grade book paper of suitable weight or their equivalent. No volume that is torn or otherwise imperfect shall be pre-bound.

Preparation for Sewing: All double leaves, maps, inserts and folded sheets shall be set with strips of bond paper or its equivalent. Volumes to be rebound and periodicals that are unsuited for oversewing or side stitching shall be prepared and reinforced, if necessary, for sewing through their folded sections.

Removing Backs: For the volumes that are to be oversewn, where the margins allow, folds on the back shall be removed so as to leave all the back margin that is possible. Periodicals that come wire stitched in bulky saddle style and that have excessively narrow margins shall be prepared for oversewing by being slit with a knife by hand or machine instead of being sanded or cut off.

Dividing into Sections: Volumes that are to be oversewn shall be divided into uniform sections. Each section will not exceed 0.055 inches in thickness except those of flexible, pulpy paper that may be in thicker sections not to exceed 0.065 inches each.

Scoring: All section of volumes in which paper is moderately stiff shall be scored before sewing unless the paper is not suitable for scoring. Stiff papers, unless hinged, shall not be oversewn; usually these may be sewed through their folded sections after necessary reinforcement of folds.

End Papers: All end papers shall be fabricated into a unit with the grain of the end paper running lengthwise. The following two types of end papers and their construction are indicated:

- (1) Type X: Three leaf, single reinforcement, invisible joint with the inward flyleaf not pasted to the middle leaf.
- (2) Type Y: Three leaf, single reinforcement, visible joint with the inward flyleaf not pasted to the middle leaf.

The construction of end papers shall be such that the sewing will go through the reinforcing fabric the same as through the sections of the book and the end paper with the reinforcing fabric folded and tipped so as to hinge from the binding edge.

Sewing: Volumes having proper inner margins and suitable paper shall be sewed with thread by the oversewing method, either by machine or hand. If sewed by machine, all sections shall be pasted. As many needles shall be used as possible, providing that this does not bring the sewing closer to the head and tail of the book less than 1/4" after trimming. Some periodicals with narrow margins or stiff paper and some reference books shall be sewed through their folded sections. When such sewing is used, weak folds of sections shall be reinforced with strips of bond paper, loose leaves hinged in, and the sewing shall be done on two or more tapes or cords, with linen thread, usually one-on.

Trimming: When the volumes are trimmed, the trimming shall be as slight as possible. Periodicals shall be trimmed to sample or recorded sizes where possible; otherwise, as slightly as possible. The knife used for trimming shall be free of nicks that create burrs so that edges will be smooth.

Gluing, rounding, backing: Backs of volumes shall be glued with flexible adhesives, well rounded and backed.

Lining: Backs of volumes shall be lined as follows: either with back lining material extending to within 1/2" of head and tail of volumes and onto each end paper at least 1-1/4" or, if the end leaf reinforcing fabric extends on to the board 1-1/4", the back lining need not extend on to the covers more than 3/4".

Covers: Covers shall be made over hard rolled binder board with uniform squares and proper joints in a neat and workmanlike manner. The thickness of the board shall be suited to the size and weight of the book. The cover material shall be uniformly turned in enough to assure proper adhesion (normally 5/8" to 3/4" on all sides is necessary).

Inlays: The paper shall be cut approximately the same width as the back of the volume after it has been rounded and backed and at least as long as the cover boards. The paper shall be of a thickness appropriate to the thickness of the cover boards.

Casing-in: Volumes shall be cased with glycol paste or polyvinyl resin and either pressed between metal-edged boards until thoroughly dry or processed through a building-in machine with sufficient pressure on the book to ensure good adhesion of the end papers and sufficient pressure, dwell (as recommended by the manufacturer of the machine) and heat on the nippers to form the cover and ensure good adhesion on the joints.

Lettering: Letters and numbers must be printed on the spine of the volumes using colored foils and/or inks. Lettering will be horizontal or vertical as specified on the print order. Lettering will consist of title, volume identification and author's name. Specific instructions as to type size, style, typefaces, color, and number of typelines and a sample of the type will be furnished with each print order. The type used must match exactly the sample furnished.

Protective Coating: After lettering, covers of all volumes must be coated with a protective coating of lacquer or equal applied evenly over the entire surface.

Tattletape: Insert tattletape strips in the gutter of each bound volume when required. The ordering Courts library will supply the necessary tapes with the material to be bound when tattletapes are required.

Cloth Map Pockets: When required, the pockets shall be made of lightweight proxylin impregnated book cloth over heavy kraft paper. Cover material shall be turned-in enough to ensure good adhesion and glued into position with an appropriate flexible glue. Size and capacity will be specified when ordered.

PACKING: Pack in new shipping containers. Each shipping container must not exceed 45 pounds when fully packed.

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

DISTRIBUTION: Deliver f.o.b. destination. Inside delivery is required at each of the libraries. Complete addresses and quantities will be furnished with the print orders:

The addresses for the Court of Appeals are as follows:

- (a) Library, United States Court of Appeals, Attn: Victor L. Buccola (504-310-7728, 504-310-8378), 600 Camp Street, Room 106, New Orleans, LA 70130.
- (b) Library of the United States Courts, Dallas Branch #1151, 1100 Commerce Street, Suite 1452, Dallas, TX 75242-1301.
- (c) Library of the United States Courts, 300 Fannin Street, Suite 5012, Shreveport, LA 71101-6305.
- (d) Library of the United States Courts, 800 Lafayette Street, Suite 5300, Lafayette, LA 70501.
- (e) Library of the United States Courts, 501 East Court Street, Room 1.500, Jackson, MS 39201.

(f) Library of the United States Courts, Homer Thornberry Judicial Building, 903 San Jacinto Boulevard, Room 347, Austin, TX 78701.

(g) Library of the United States Courts, 300 Willow Street, Room 201, Beaumont, TX 77701.

(h) Library of the United States Courts, 515 Rusk Avenue, Room 6311, Houston, TX 77002.

(i) Library of the United States Courts, 655 E. Cesar E. Chavez Blvd., Hemisfair Plaza, San Antonio, TX 78206.

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) which will be furnished at the time of the pickup of the material to be bound.

The contractor will be required to pick up the print order, copy for printed end papers, individual binding instructions, previously bound samples, rubs and/or dummies, and material to be bound from the following address:

Victor L. Buccola (504-310-7728), U.S. Court of Appeals, 5th Judicial Circuit, 600 Camp Street, Room 106, New Orleans, LA 70130.

No definite schedule for the placement of individual orders can be predetermined. The contractor must furnish a schedule of pickups available for the year with a minimum of 1 scheduled pickup available per month.

The contractor must complete delivery of the bound volumes within 30 workdays after notification of the availability of the print order and furnished material. The workday after notification will be the first workday of the schedule. At the time of notification, the contractor must provide the agency with the date, time and method of pickup of the Government-furnished materials.

RECEIPT FOR DELIVERY: The contractor must furnish his own receipts for delivery. These receipts must include the GPO jacket, program and print order numbers; total quantity delivered, number of cartons, and quantity per carton; date delivery made; and signature of the Government agent accepting delivery. The contractor must be able to produce a separate, signed receipt for these products at any time during the contract. The original copy of this receipt must accompany the contractor's invoice for payment.

RETURN OF GOVERNMENT FURNISHED MATERIAL: The contractor must return all material furnished by the Government to the address listed on the print order. The contractor must be able to produce a separate, signed receipt for these materials at any time during the contract. All expenses incidental to delivering materials must be borne by the contractor.

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) 75
 - (1) 35
 - (b) 75
 - (1) 7
 - (c) 52
 - (d) 210
 - (e) 700

- II. (a) 15
 - (b) 4
 - (c) 5
 - (d) 48

SECTION 4.- SCHEDULE OF PRICES

Bids offered are f.o.b. destination.

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

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

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) 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.

I. LIBRARY BINDING: The prices quoted must be all inclusive for the binding and/or rebinding of books, magazines, periodicals, pamphlets, reference books, and medical journals and must include the cost of all materials and operations required for picking up volumes (including shipping containers and packing therein), binding as per instructions, packing, and inside delivery in accordance with these specifications.

- (a) Rebinding books (up to 2-1/2" in thickness).....per volume.....\$ _____
 - (1) Book volumes over 2-1/2" in thickness.....per additional 1/2" ...\$ _____
- (b) Magazines/periodicals (up to 2-1/2" in thickness).....per volume.....\$ _____
 - (1) Magazines/periodicals over 2-1/2" in thickness.....per additional 1/2" ...\$ _____
- (c) Reference books* (up to 2-1/2" in thickness).....per volume.....\$ _____
- (d) Pamphlets (64 pages or less).....per volume.....\$ _____
- (e) Law books (up to 2-1/2" in thickness).....per volume.....\$ _____

*Reference books will include single numbers of serials (e.g., annuals, directories, thesis, and individual numbered monographs) in addition to encyclopedia sets, dictionaries, atlases, and similar).

(Initials)

II. ADDITIONAL OPERATIONS: The prices quoted for each of the following items must be all-inclusive for the performance of special operations for certain orders that are additional to those specified under Item I. and must include the cost or all required materials and operations necessary in accordance with these specifications.

- (a) Binding stubs (any length).....per ¼” thick stub.....\$ _____
- (b) Additional typelines (over eight).....per line.....\$ _____
- (c) Cloth pockets, including insertion of materials and
gluing in place, per binding instructions.....per pocket.....\$ _____
- (d) Tattletape installation.....per tape.....\$ _____

INSTRUCTIONS FOR BID SUBMISSION: Fill out "Section 4.- Schedule of Prices," initialing or signing each page in the space(s) provided. Submit two copies (original and one exact duplicate) of the "Schedule of Prices" with two parts (1 and 2) or copies of the GPO Form 910, "Bid" form. Do not enter bid prices on GPO Form 910; prices entered in the "Schedule of Prices" will prevail.

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 _____

(Please check appropriate box)

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

POSTAGE
STAMP
REQUIRED

**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