

U.S. GOVERNMENT PRINTING OFFICE  
Chicago, IL

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

**Duplicating/Copying—Aberdeen, SD**

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

U.S. Department of Interior  
Bureau of Indian Affairs

Single Award

**BID OPENING:** Bids shall be publicly opened at **2 p.m.**, prevailing Chicago, IL time, on **September 22, 2008**.

**BID SUBMISSION:** Facsimile bids are acceptable (See GPO Contract Terms, Pub 310.2, effective 12/1/87, (revised 06/01). To submit a bid, the contractor must return a signed and completed GPO Bid Form 910 and “Schedule of Prices” both included at the end of this specification.

Send bids to: U.S. Government Printing Office, 200 N. LaSalle St., Rm. 810, Chicago, IL 60601, or fax bids to **312-886-3163**.

**CONTRACT TERM:** The term of this contract is for one year beginning **October 1, 2008** and ending **September 30, 2009** and 4 option years(s). Attention is directed to the clauses “Economic Price Adjustment” and “Option to Extend the Contract Term.”

**PRODUCTION AREA:** It is assumed that all production facilities used in the manufacture of the product(s) ordered under this contract will be located within a 50-mile radius of Aberdeen, SD.

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

Minor changes are scattered throughout.

**INFORMATION:** Fax requests for previous and new award information (available approximately 2 weeks after bid opening) to GPO Chicago front desk at (312-886-3163).

For questions about these specifications call Sheila West at (312-353-3916 x 22). **NO COLLECT CALLS.** Do not call with requests for specifications or abstracts.

## 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 (revised August 2002).

**DOING BUSINESS WITH THE GPO:** Contractors wishing to do business with the GPO are referred to the GPO web site <http://www.gpo.gov/business/index.html>, 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 this tax data in GPO Contractor Connection. Such invoices will be declared ineligible for payment until all requirements for payment, including providing this tax data in GPO Contractor Connection, have been satisfied.

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

Product Quality Levels:

- (a) Printing Attributes -- Level IV.
- (b) Finishing Attributes -- Level IV.

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:

Attribute	Specified Standard
P-7. Type Quality and Uniformity	Camera Copy

Copies will not be accepted if they contain background tone, strip-lines, or printed products which are not equal to the furnished copy.

**SUBCONTRACTING:** The predominant production function is duplicating and copying. Bidders who must subcontract these operations will be declared non-responsible.

**OPTION TO EXTEND THE CONTRACT TERM:** 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 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 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.

**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 prices be revised to exceed the maximum permissible under any law existing as of the date of the contract or as may be hereafter promulgated.

Price adjustment period: For the purpose of this clause, the program years shall comply with the Contract Term clause. There shall be no price adjustment for orders placed during the first program year of this contract.

Price adjustment: The prices shall be adjusted on the basis of the "Consumer Price Index For All Urban Consumers - Commodities Less Food, Seasonally Adjusted," published monthly in the CPI Detailed Report by the Department of Labor, Bureau of Labor Statistics, in the following manner:

- (1) The contract price of orders placed during the adjusted period (excluding reimbursable postage or transportation costs) shall be adjusted by the percentage increase or decrease in the average, seasonally adjusted Consumer Price Index For All Urban Consumers - Commodities Less Food (seasonally adjusted) as follows: An index shall be calculated by averaging the 12 seasonally adjusted months ending 3 months prior to the expiration of the first period of the contract. This average is then compared with the average index for the 12-month period ending 3 months prior to the beginning of the contract, called the base index. The percentage increase or decrease by comparing these two indexes shall be applied to the contractor's invoices for orders placed during the price adjustment period.
- (2) The Government will notify the contractor in writing of the percentage increase or decrease to be applied to any invoices to be submitted for orders subject to price adjustment in accordance with this clause. Such percentage will be determined from the published index as set forth above. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs. Any applicable discounts will be calculated on the basis of the invoice price as adjusted.

If the Government exercises an option, the extended contract shall be considered to include this economic price adjustment clause.

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

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

**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 **October 1, 2008** through **September 30, 2009** 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 billings to: Comptroller, Stop FMCE, Financial Management Service, U.S. Government Printing Office, Washington, D.C. 20401.

## SECTION 2. - SPECIFICATIONS

**SCOPE:** These specifications cover the production of short-run, fast schedule, duplicating/copying of self-cover or separate cover books and pamphlets and cut sheet forms, binding, packing, labeling and marking, and delivery.

**TITLE:** Duplicating/Copying—Aberdeen, SD

Although this is an option year contract, all the estimates, averages, etc. are based upon one year's production.

**FREQUENCY OF ORDERS:** The frequency with which orders will be placed cannot be predetermined. Approximately 5 orders will be placed.

**QUANTITY:** Approximately 20 to 1,000 copies per order, with an average of 300 copies per order. An occasional order may require up to 10,000 copies.

**NUMBER OF PAGES:** Approximately 2 to 200 pages per order, with most orders averaging less than 60 pages (30 leaves) per order. Occasionally orders may require pages up to 800 pages.

**TRIM SIZES:** Up to and including 8-1/2 x 11".

**GOVERNMENT TO FURNISH:** Camera copy (black). The camera copy furnished on an occasional order (less than 5% of the orders) may require reduction not to exceed 50% or enlargement not to exceed 10% of the image size of the furnished camera copy.

Print order (GPO Form 2511)

Facsimile for shipping container labels

GPO "VERIFICATION OF DELIVERY" form. Contractor MUST complete this form and fax to GPO Chicago, Attn: Compliance Section WITHIN 24 HOURS OF DELIVERY. Failure to follow this procedure may result in delayed payment.

Identification markings such as register marks, ring folios, rubber-stamped jacket numbers, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried on copy or film, must not print on finished product.

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

**PROOFS:** None required.

**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. 11" dated February 1999.

**NOTICE:** Copies of the "Government Paper Specifications, Standards No. 11," dated February 1999, are for sale, on a subscription basis, by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20401; or on the GPO web site @ <http://www.gpo.gov/qualitycontrol/paperspecs/index.html>.

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

**Text, forms, and slip sheets:**

White Offset Book, basis weight: 50 lbs per 500 sheets, 25 x 38", equal to JCP Code A60.

White Writing, basis weight: 20 lbs per 500 sheets, 17 x 22", equal to JCP Code D10.

Colored Offset Book, basis weight: 50 lbs per 500 sheets, 25 x 38", equal to JCP Code A63.

White and Colored Plain Copier, Xerographic (Qualified Product), basis weight: 20 lbs per 500 sheets, 17 x 22", equal to JCP Code 0-60.

**Covers and forms:**

White Index, basis weight: 90 -110 lbs per 500 sheets, 25-1/2 x 30-1/2", equal to JCP Code K10, for tab dividers.

High-Finish Manila Tag, basis weight: 125 lbs per 500 sheets, 24 x 36", equal to JCP Code P10. Cost of cutting to size must be included in price of paper. Trim size approximately 9 x 11-1/2".

Occasionally, the ordering agency may furnish stock.

**DUPLICATING/COPYING:** Print books, pamphlets, cover, text, tab dividers, and forms as specified, face only or face and back.

**MARGINS:** Margins will be as indicated on the print order or furnished copy. Adequate gripper margins throughout.

**BINDING:** Binding will be indicated on each order as follows:

**Side-Stitch:** Stitch with two side-wire stitches or one stitch in the upper left corner. Separate paper covers, when required, will be two-piece and will stitch on. Sides should be flush.

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

**Plastic Comb:** Bind with plastic comb (GBC) of suitable capacity. Punch suitably for plastic comb binding. Color of plastic to be specified on print order.

**Plastic Coil:** Bind with plastic coil of suitable capacity. Punch suitably for plastic coil binding. Color of plastic to be specified on print order ("Plasti-Coil" or equal).

**Punching and Drilling:** Books, pamphlets, and forms may require punching or drilling with two to five holes 1/4", 5/16", or 3/8" in diameter. Instructions will be stated on the print order.

**Slip Sheeting:** Some orders will require slip sheeting with colored paper different from the product ordered.

**Tab Dividers:** When ordered, contractor will be required to furnish white tab dividers, tabs printing face only. These tabs must be inserted in text. Tabs will be of various widths. Mylar reinforcement on bind is required.

**PACKING:** Pack in suitable shipping containers.

**Bulk Shipments:** Pack in new shipping containers in equal quantities.

**LABELING AND MARKING (package and/or container label):** Reproduce shipping container label from furnished repro, fill in appropriate blanks, and attach to one end of each shipping container.

**DISTRIBUTION:** Deliver f.o.b. destination to: Bureau of Indian Affairs, Great Plains Regional Office, 115 4<sup>th</sup> Avenue SE, Aberdeen, SD 57401. **Inside delivery required .**

Upon completion of each order, all furnished material must be returned to the same address.

All expenses incidental to returning materials must be borne by the contractor.

**RECEIPT FOR DELIVERY:** Contractor must furnish their own receipts for delivery. These receipts must include the GPO jacket, program, and print order numbers; total quantity delivered; number of cartons; quantity per carton; date delivery made; and signature of the Government agent accepting delivery. The original copy of this receipt must accompany the contractor's voucher for payment.

**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 and print orders must be picked up from and delivered to the address shown under "Distribution."

When notification of an order is after 3:00 p.m., the date of notification will be deemed as the following workday.

No definite schedule for pickup of material can be predetermined.

The following schedule begins the day of notification of the availability of print order and furnished material; the day of notification will be the first workday of the schedule.

**Regular Schedule:** Most orders must be delivered within **72 hours (3 workdays)**.

**Accelerated Schedule:** Approximately 40 percent of the orders must be completed and delivered within **24 hours (1 workday)**.

Orders placed on the accelerated schedule will be limited to the following:

1. The aggregate number of pages will not exceed 10,000 pages.
2. Notification of availability for pick up must be given prior to 3 p.m. local time.

Return of Government-furnished material: The contractor must return all Government-furnished material/camera copy with the delivered product to the Agency.

The delivery date indicated on the print order is the date products ordered must be completed and delivered to the Agency.

### 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 for 1 year under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered under this contract.

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

**I.**    1.    (a)    12,740  
              (b)    10,000

**II.**    (a)    10  
              (b)    120

**III.**   (a)    366  
              (b)    2  
              (c)    2  
              (d)    2  
              (e)    4  
              (f)    1

#### SECTION 4. - SCHEDULE OF PRICES

**SUBMISSION OF OFFERS AND EVALUATION:** Bids offered are all f.o.b. destination. Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared non-responsive.

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

Bids submitted with NB (No Bid) or blank spaces for an item may be declared non-responsive.

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

Fractional parts of quantities in excess of the first 100 or even 100's will be prorated at the additional 100 or per 100 rate as applicable to the various items in this "Schedule of Prices".

The contractor is cautioned not to perform any operation(s) or produce any product(s) for which a price has not been offered under the contract. Further, the contractor is not to accept print orders which are outside the scope of the contract. Any changes made to the print order MUST be confirmed in writing by the Contracting Officer, Chicago GPO. If such orders are placed by the agency, and no Modification is received from the Chicago GPO, the contractor is to notify GPO Chicago immediately. Failure to do so may result in nonpayment.

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(Initials)

**I. DUPLICATING/COPYING: COMPLETE PRODUCT:** Prices offered shall include the cost of all required materials and operations necessary for the complete production and distribution of the product listed in accordance with these specifications, **including** White Offset Book, White Writing or White Plain Copier paper, except for the charges listed under item II, Paper and item III, Additional Operations.

Up to and including 8-1/2 x 11”.

**1. Black ink Copying:**

(a) Printing one-side only .....per leaf .....\$ \_\_\_\_\_

(b) Printing two sides... .....per leaf. .... \$ \_\_\_\_\_

**II. PAPER:** When other than White Offset Book, White Writing, or White Plain Copier paper is ordered, the following additional paper charges will be allowed:

**PER 100 LEAVES**

(a) Colored Offset 50-lb. or  
Colored Xerographic 20 lb..... \$ \_\_\_\_\_

(b) High Finish Manila Tag (include cost of cutting to size)  
(basis weight: 125 lbs per 500 sheets) ..... \$ \_\_\_\_\_

**III. ADDITIONAL OPERATIONS:**

(a) Two, three, four or five hole drilling.....per 100 leaves..... \$ \_\_\_\_\_

(b) Binding with plastic combs of suitable capacity (including punching  
and cost of combs).....per 10 books and/or pamphlets ..... \$ \_\_\_\_\_

(c) Binding with plastic spiral coils of suitable capacity (including punching  
and cost of plastic coils).....per 10 books and/or pamphlets..... \$ \_\_\_\_\_

(d) Stitching with wire stitches.....per 10 books and/or pamphlets..... \$ \_\_\_\_\_

(e) Black copy face only tab dividers, clear mylar reinforce bind edge  
**including cost of divider**, and collate within text....per 100 dividers.....\$ \_\_\_\_\_

(f) Inserting slip sheets.....**including paper cost** .....per 100 leaves ..... \$ \_\_\_\_\_

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

**(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)**

**BIDDERS NAME AND SIGNATURE:** Fill out and return three copies of all pages in "Section 4.-  
Schedule of Prices", initial or sign each in the space provided and submit with the original and duplicate  
copies (parts 1 and 2) 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) (Date)

\_\_\_\_\_  
(Person to be contacted)

(Telephone Number)

\_\_\_\_\_  
(E-mail address of the individual to contacted)

(FAX Number)

GPO Form 910  
(R 8-01) P.57021-4  
Part 1  
ORIGINAL

**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.