U.S. GOVERNMENT PRINTING OFFICE
Dallas, Texas

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

NASA Publications

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

National Aeronautics and Space Administration

Single Award

CONTRACT TERM: The term of this contract is for the period beginning Date of Award and ending October 31, 2013, plus up to four (4) optional 12-month contract extension periods that may be added in accordance with the "Option to Extend the Contract Term" clause in this contract.

BID OPENING: Bids shall be publicly opened at 2 p.m., prevailing Dallas, Texas time, on November 7, 2012.

BIDDERS, PLEASE NOTE: These specifications have been revised; therefore, all bidders are cautioned to familiarize themselves with all provisions of these specifications before bidding.

RESTRICTION ON LOCATION OF PRODUCTION FACILITIES: All production facilities used in the manufacture of the products ordered under this contract must be within 50 miles of the Johnson Space Center, Houston, TX. Material must be picked up and delivered by a direct employee of the contractor. Contractor must be able to obtain a pass from NASA security personnel for pick up and delivery of material.

Technical questions concerning this contract should be directed to Glen Carlson at (214) 767-0451 ext. 4 or gcarlson@gpo.gov. (No collect calls.)

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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 Aug 2002)).

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 .

GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, has been revised. The new clause can be found at www.gpo.gov/pdfs/vendors/contractdisputes.pdf . This revised 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) 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:

Attribute	Specified Standard
P-7. Type Quality and Uniformity	Furnished Camera Copy/Electronic Media
P-8. Halftone Match (Single and Double Impression)	Furnished Camera Copy/Electronic Media
P-9. Solid and Screen Tint Color Match	Pantone Matching System

SUBCONTRACTING: Subcontracting is not permitted.

FACSIMILE BIDS: Facsimile bids are permitted. See Paragraph 6, Solicitation Provisions, GPO Publication 310.2 for definitions and restrictions. Submit facsimile bid to 214-767-4101, one bid per facsimile.

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 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 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.

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.

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 Date of Award through October 31, 2013 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 vouchers to: Comptroller, Stop FMCE, Office of Financial Management, U.S. Government Printing Office, Washington, D.C. 20401. Vouchers may be faxed to 202-512-0992. To expedite payment from GPO, use the bar code cover sheet. Refer to the following web page for instructions: http://winapps.access.gpo.gov/fms/vouchers/barcode . If the bar code cover sheet is used, fax the voucher and the bar code cover sheet to 202-512-1851 in lieu of the fax number listed above.

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SECTION 2.- SPECIFICATIONS

SCOPE: These specifications cover the production of looseleaf publications requiring such operations as black only and color printing, reduction and reproduction of oversize copy, binding, packing and delivery.

TITLE: NASA Publications.

FREQUENCY OF ORDERS: Approximately 5 to 10 orders per year.

QUANTITY: Approximately 25 to 1,000 copies per order with an average of 200 copies per order.

NUMBER OF PAGES: Approximately 4 to 930 pages per order with an average of 166 pages per order.

Approximately 8 of these orders will require separate covers.

Orders will require from 1 to 50 fold-ins with an average of 11 fold-ins per order. Some orders will consist of fold-ins only.

SIZE: Covers will be 8-1/2 x 11”. The majority of the text pages will be 8-1/2 x 11”. Occasional text pages will be 17 x 11”. Fold-ins will be up to 55 x 17”.

GOVERNMENT TO FURNISH: Camera copy consisting of line art and color photo prints (glossy or matte finish). Copy may also be provided as Adobe Acrobat Portable Document Format (PDF) files saved to a CD. Pagination Work Sheet. Print Orders. GPO Form 905 (Labeling and Marking Specifications) (R. 6/03). Identification markings, except GPO imprint, carried on copy must not print on finished product.

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under "Government to Furnish," necessary to produce the products 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 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.

The contractor shall make all revisions to the electronic files. Prior to making revisions, the contractor shall copy the furnished files and make all changes to the copy.

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.

Text: White Offset Book, basis weight: 50 lbs per 500 sheets, 25 x 38”, equal to JCP Code A60, or White High Quality Xerographic Copier, Laser Printer Paper, basis weight: 28 lbs. per 500 sheets, 17 x 11”, equal to JCP Code O-61.

STOCK/PAPER (contd.):

Covers: White Index, basis weight: 110 lbs. per 500 sheets, 25-1/2 x 30-1/2", equal to JCP Code K10 or White Offset Cover, basis weight: 80 lbs. per 500 sheets, 20 x 26", equal to JCP Code L23.

Fold-ins: White Offset Book, basis weight: 60 lbs per 500 sheets, 25 x 38", equal to JCP Code A60.

PRINTING: Print text and covers head to head in black or color. Approximately half of the orders will print in color. Fold-ins print face only in black or color and will need to be reduced approximately 70-75% of original size.

Offset or digital printing as well as xerographic reproduction is acceptable provided the quality assurance levels are maintained. Digital printing must be capable of smooth gradient tints with no banding, streaking or tone jumping. Minimum acceptable resolution is 1200 X 1200 dpi. 4800 X 600 dpi is acceptable. HP Indigo 5500 or 7000, Xerox models 7000, 8000, 700, 800 and Xerox iGen4 are known to have this capability. Resolution of the contractor's machine will be reviewed at the time of the award. Published resolutions will be used to determine suitability. Software enhanced or simulated resolution specifications will not be accepted.

MARGINS: Match margins on furnished copy or as indicated in the electronic files unless otherwise specified. Majority of orders will have adequate gripper margins. Rare orders may require bleeds for covers and/or text.

BINDING:

Fold 17 x 11" text pages down to 8-1/2 x 11", text out.

Fold-ins fold down to 8-1/2 x 11" including a lip for the hole punch, folio out.

Collate all text pages and fold-ins then drill 3 round holes, ¼" in diameter, 4-1/4" center to center, centered on the 11" side, center of holes 3/8" from the left edge of the sheet. The contractor must ensure that there is no loss of text or graphics due to drilling.

For all publications, tie in one position around both the length and width with a suitable cord or twine (cord or twine must be wrapped at least twice in each direction).

LABELING AND MARKING: Reproduce shipping container label from furnished repro, fill in appropriate blanks and attached to 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 Printing Office, Regional Printing Procurement Office, 1100 Commerce Street, Room 731, Dallas, Texas 75242-0395, Attn: Inspection Samples.

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.

DISTRIBUTION:

Deliver f.o.b. destination by 2:00 p.m. to NASA-Johnson Space Center, Attn: Kathy Padgett, 2101 NASA Parkway, Bldg 227, Door 2.

Material must be picked up and delivered by a direct employee of the contractor. Contractor must be able to obtain a pass from NASA security personnel for pick up and delivery of material.

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

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

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

The time allowed for production and delivery of each order is based on the immediate needs of the Government and not necessarily on the amount of work involved.

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.

Complete production and delivery must be made as follows:

(a) Approximately 5% of the orders deliver within 24 hours.

(b) Approximately 45% of the orders deliver within 3 to 5 workdays.

(c) Approximately 25% of the orders deliver within 6 to 10 workdays.

(d) Approximately 25% of the orders deliver within 11 to 15 workdays.

The ship/deliver date indicated on the print order is the date products ordered for delivery f.o.b. destination must be delivered to the destination specified.

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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".

		(1)	(2)
I.	(a)	830	166
	(b)	830	166
	(c)	20	4
	(d)	20	4
	(e)	55	11
	(f)	55	11
II.	(a)	83	
	(b)	220	
	(c)	83	
	(d)	1.6	
	(e)	1.6	
III.	(a)	154	
	(b)	188	
	(c)	2	
	(d)	40	

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SECTION 4.- SCHEDULE OF PRICES

Bids offered are 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 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 II.

I. PRINTING AND BINDING:

A charge will be allowed for printed pages only.

A charge will be allowed for each "fold-in unit" based on units of 94 square inches (8-1/2 x 11"). The number of units in a particular fold-in will be determined by dividing its trim size (expressed in square inches) by 94 square inches with any fractional remainder being counted as a whole.

		Makeready and/or Setup (1)	Running Per 1000 Copies (2)
(a)	Printing in black…….per 8-1/2 x 11" page……	$_____	$_____
(b)	Printing in color…….per 8-1/2 x 11" page…….	$_____	$_____
(c)	Printing in black……per 11 x 17" page……..	$_____	$_____
(d)	Printing in color……per 11 x 17" page……...	$_____	$_____
(e)	Printing in black……....per fold-in unit……...	$_____	$_____
(f)	Printing in color…….....per fold-in unit……...	$_____	$_____

_____
(Initials)

II. PAPER: Payment for all paper supplied by the contractor under the terms of these specifications, as ordered on the individual print orders, will be based on the net number of leaves furnished for the product ordered. The cost of any paper required for makeready or running spoilage must be included in the prices offered.

Page-size leaf = 8-1/2 x 11" leaf.

Text and Covers – Each page-size leaf.

17 x 11" Text – Two page-size leaves.

Fold-ins – One page-size leaf will be allowed for each "fold-in unit" as described in Printing and Binding above.

Per 1000 Leaves

(a) White Offset Book, 50 lb, equal to JCP Code A60……$_____

(b) White Offset Book, 60 lb, equal to JCP Code A60……$_____

(c) White High Quality Copier Paper, 28 lb, equal to JCP Code O61…….$_____

(d) White Index, 110 lb, equal to JCP Code K10…….$_____

(e) White Offset Cover, 80 lb, equal to JCP Code L23……$_____

III. OTHER OPERATIONS:

(a) Folding……..per 1,000 folds……..$_____

(b) Drilling (3 holes per run)……..per 1,000 runs……...$_____

(c) Tying each publication…….per 1,000 publications……...$_____

(d) Boxing for delivery……..per box……...$_____

BIDDERS NAME AND SIGNATURE: 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)

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

Company _____

Address _____

City _____ State _____ Zip _____

GPO Contractor Code (if known) _____

Telephone Number _____

PERSON AUTHORIZED TO BID

Name _____

Title _____

Signature _____

Date _____

Facsimile Number _____

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

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 or 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 is 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