

PROGRAM No. 2516-S Contract Period: December 1, 2017 through November 30, 2018 plus 4 option years
TITLE: The Declarations Newsletter

ITEM	DESCRIPTION	BASIS OF AWARD	Duke Printing Center, Rockville, MD		Colonial Printing, Inc. Warwick, RI		Production Press, Jacksonville, IL		Horizon Graphics, Eden Prairie, MN		GPO Estimate	
			UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
	COMPLETE PRODUCT											
(a)	10 page issue, makeready	12	\$755.00	\$9,060.00	\$85.00	\$1,020.00	\$72.80	\$873.60	\$100.00	\$1,200.00	\$253.20	\$3,038.40
(b)	Running, per 100 copies	48	\$185.00	\$8,880.00	\$60.00	\$2,880.00	\$62.74	\$3,011.52	\$84.91	\$4,075.68	\$99.00	\$4,752.00
	TOTAL OFFER:			\$17,940.00		\$3,900.00		\$3,885.12		\$5,275.68		\$7,790.40
	DISCOUNT:		2%	\$358.80	1%	\$39.00	5%	\$194.26	0%	\$0.00	2%	\$155.81
	NET OFFER:			\$17,581.20	AWARDED	\$3,861.00		\$3,690.86		\$5,275.68		\$7,634.59

Prepared by: KD
 Proofread by: LH

Program 2516-S
Specifications by lh
Reviewed by cm

U.S. GOVERNMENT PUBLISHING OFFICE
200 N. LaSalle St., Suite 810
Chicago, IL 60601-1055

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

The Declarations Newsletter

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

National Archives and Records Administration
National Personnel Records Center
St. Louis, MO

Single Award

BID OPENING: Bids shall be publicly opened at **2 p.m.** prevailing Chicago, IL time on
November 27, 2017.

BID SUBMISSION: Facsimile bids are acceptable (see GPO Contract Terms, Pub. 310.2, 06/01). To submit a bid, the contractor must return a signed and completed GPO Bid Form 910 and "Schedule of Prices" included at the end of this specification. If you are downloading this specification from the GPO website, click here for a copy of the GPO bid form: www.gpo.gov/procurement/bids910.pdf.

Send bids to U.S. Government Publishing Office, Suite 810, 200 N. LaSalle St., Chicago, IL 60601, or fax bids to **312-886-2057**.

CONTRACT TERM: The term of this contract is for the period beginning December 1, 2017 and ending November 30, 2018, plus up to 4 optional 12-month extension period(s) that may be added in accordance with the "Option to Extend the Contract Term" clause in this contract.

For information of a technical nature call Lisa Hollingsworth at 312-353-3916 x 2 (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 Pub. 310.2, effective 12/1/87, revised 06/01) and GPO Contract Terms, Quality Assurance through Attributes Program for Printing and Binding (GPO Publication 310.1, effective 5/79, revised 08/02).

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

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

DOING BUSINESS WITH THE GPO: Contractors wishing to do business with GPO are referred to the GPO website <http://www.gpo.gov/vendors/index.htm>, to register as a GPO contractor using the “**GPO Contractor Connection**” link in accordance with the furnished instructions on the web 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 their GPO Contractor Connection registration with the following mandatory taxpayer information boxes: “EIN/TIN #” Employer Identification Number of Taxpayer Identification Number): “Subject to Backup Withholding” (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 (page related) Attributes- **Level 3**.
(b) Finishing (item related) Attributes- **Level 3**.
(c) Exceptions: None

Inspection Levels (from ANSI/ASQC Z1.4):
(a) Non-destructive Tests - General Inspection Level I.
(b) Destructive Tests - Special Inspection Level S-2.

Specified Standards: The specified standards for the attributes requiring them shall be:

<u>Attribute</u>	<u>Specified Standard</u>
P-7 Type Quality and Uniformity	Approved Proofs
P-10 Process Color Match	Electronic Media

SUBCONTRACTING: The predominant production function is printing. Bidders who must subcontract this operation will be declared not responsible.

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

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 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 December 1, 2017 through November 30, 2018, 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 August 30, 2017, 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.

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 individual "Print Orders" for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and 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 December 1, 2017 through November 30, 2018 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.

OPTIONS: Whenever an option is indicated in the specifications, it is the Government's option, not the contractor's, unless it is specifically stated otherwise.

PAYMENT: Submitting invoices for payment via the GPO fax gateway (if no samples are required) utilizing the GPO barcode coversheet program application is the most efficient method of invoicing. Instruction for using this method can be found at the following web address:
<http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html>.

Invoices may also be mailed to: U.S. Government Publishing Office, Office of Financial Management, Attn: Comptroller, Stop: FMCE, Washington, DC 20401.

For more information about the billing process refer to the General Information of the Office of Finance web page located at <https://www.gpo.gov/finance/index.htm>.

At the time of invoicing, the contractor shall submit a copy of the Print Order, Contractor's invoice, and all delivery receipts via email to infochicago@gpo.gov.

CONTRACTOR'S INVOICE FOR PAYMENT MUST BE ITEMIZED IN ACCORDANCE WITH THE SCHEDULE OF PRICES. FAILURE TO ITEMIZE MAY RESULT IN DELAY OF PAYMENT.

SECTION 2. - SPECIFICATIONS

SCOPE: These specifications cover the production of a newsletter brochure, requiring such operations as material pickups, proofs, printing in four-color process, folding, packing and delivery.

TITLE: THE DECLARATIONS NEWSLETTER.

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

FREQUENCY OF ORDERS: Approximately 12 orders per year (Monthly).

QUANTITY: Approximately 402 copies per order, including two GPO inspection copies.

NUMBER OF PAGES: Approximately 10 pages (5 leaves) per order.

TRIM SIZE: 8 x 10".

GOVERNMENT TO FURNISH: Agency requires contractor to have the ability to accept furnished materials via email. Electronic media will be generated on a PC with Windows XP, using Adobe InDesign and Photoshop CS4. Files will be in native format and PDF, images and color palettes will use CMYK specifications.

Print Order (GPO Form 2511). Print orders will generally be sent via e-mail. At the Government's option, print orders may be furnished as a hard copy, a faxed copy, or by FTP. Contractor must be able to accept via e-mail.

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

ELECTRONIC PREPRESS: Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure accurate output of the required reproduction image. Any errors, media damage or data corruption that might interfere with proper file imaging must be reported to the Agency and Lisa Hollingsworth at 312-353-3916 x 2 in sufficient time to comply with the shipping schedule. 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. Contractor must maintain the latest version of all programs and operating systems used in this contract as well as maintain backwards-compatibility.

PROOFS:

1 (one) set of digital color content PDF proofs to Brian Smith, emailed to brian.smith@nara.gov or to an alternate address to be provided by the Agency at the Government's option.

Author's alterations (AAs) proofs shall be digital color content PDF proofs, provided via e-mail to: brian.smith@nara.gov or to an alternate address to be provided by the Agency at the Government's option.

Author's alterations (AAs) may be required occasionally during the proofing stage. Any such changes are to be made by the contractor at no additional charge, up to a maximum of eight (8) typeline corrections and two (2) image adjustments (placement, color or other). AAs in excess of these must be immediately brought to the attention of the contract administrator, Lisa Hollingsworth at lhollingsworth@gpo.gov or 312-353-3916 x 2. Three additional workdays may be added to the schedule to accommodate AAs.

The contractor must not print prior to notification of an "OK to Print".

If any contractor's errors are serious enough in the opinion of the GPO to require revised proofs, the revised proofs are to be provided at no expense to the government. No extra time can be allowed in the schedule, such operations must be accomplished within the original production schedule allotted to the specifications.

All expenses incidental to the pickup and return of all proofs, Government Furnished Material and furnishing samples must be borne by the contractor.

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.

NOTICE: Copies of the "Government Paper Specifications Standards, No. 12," dated March 2011, are for sale, on a subscription basis, by the Superintendent of Documents, U.S. Government Publishing Office, Washington, D.C. 20402; or available in PDF format on the GPO website at <http://www.gpo.gov/vendors/sfas.htm>.

JCP Code A80, White Opacified Offset Book, Basis Size 25 X 38" Basis Weight 50.

PRINTING: Face and back (head to head), 4-color process, minimum 150-line screen. Publication includes illustrations, tints/solids with reversing, and type and line matter. Digital printing must be capable of smooth gradient tints with no banding 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: Adequate Gripper. Follow Government Furnished Material. No bleeds.

INK: Four-Color Process. Ink must contain a minimum of 20% vegetable oil, unless printing is digital.

BINDING: 10 page – loose leaf – two wire stitches on the left side required.

PACKING: Pack suitably.

LABELING AND MARKINGS: Contractor to reproduce shipping container labels, fill in appropriate blanks and attach to shipping containers.

GPO “VERIFICATION OF DELIVERY”: Contractor MUST email delivery verification information to VerifyChicago@gpo.gov WITHIN 24 HOURS OF DELIVERY. Enter Jacket number in the subject line and place method of shipment and the delivery date in the body of the message. Failure to follow this procedure may result in delayed payment of invoices.

RECEIPTS 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, and quantity per carton; date delivery made; and signature of the Government agent accepting delivery. The original copy of these receipts or other acceptable proof must accompany the contractor’s voucher for payment.

DISTRIBUTION:

Deliver **F.O.B. Destination** (at contractor’s expense) via traceable means:

400 Copies to: Brian Smith
National Personnel Records Center
1 Archives Drive
St. Louis, MO 63138

2 GPO Samples to: U.S. Government Publishing Office
Attn: Lisa Hollingsworth (Program #) and (Print Order #)
200 N. LaSalle St., Suite 810
Chicago, IL 60601-1055

GPO SAMPLES: Mark package with Program number and Print Order number. GPO samples are to be shipped at the same time as the scheduled shipment/delivery and cannot be deducted from the total quantity ordered. Deliver sample copies by the most economical method. **No additional charge will be allowed for these samples.**

RETURN OF GOVERNMENT FURNISHED MATERIALS: **If changes are made to the furnished files during the proofing stage, at the agency’s request, or per the specifications, the contractor must create a revised CD with all changes incorporated therein for return to the agency after completion of the order.** These materials must be returned to Jayna Legg at the above address. **If no changes were made to the furnished materials, then they should NOT be returned to Agency.**

All expenses incidental to the pickup and return of all proofs, Government Furnished Material and furnishing samples 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). **The contractor must not print prior to notification of an “OK to Print”.**

Delivery of each order will generally be established as a date in the first week of every month. However, start date of production, and the date of final delivery, are subject to change at the Government's option.

Contractor will be notified by telephone or emailed when print order and furnished material have been transmitted by the Agency via FTP and/or email.

The following schedule begins the same workday that the 2511 Print Order and all furnished materials are received by contractor. When receipt of print order, materials and/or proofs is after 2:30 p.m. Central Time, the date of receipt shall be the following workday. The term "workday" is defined as Monday through Friday of each week, exclusive of the days on which Government holidays are observed.

The numbers under the column headed "WD After" represent the number of workdays allowed to complete that certain part of the schedule after completion of the preceding part.

Digital content PDF proofs must be received by the agency by noon, Central Time on the workday after the Print Order and furnished materials are received by the contractor. Agency will approve PDF and/or AAs PDF proofs by close of business 4:00 p.m. Central Time, on the same day the proofs are received.

	<u>WD After</u>
Contractor emails PDF Proofs by noon	1
Agency returns proofs by COB (ok to print)	0 (same day)
Contractor emails revised proofs due to AAs by noon (when required).....	1
Agency returns revised proofs by COB (when required)	0 (same day)
Contractor must complete delivery at destination	3*

Sample Schedule: For example, if the contractor receives the 2511 Print Order and Government Furnished Materials before 2:30 p.m. on Wednesday, December 6, 2017, proofs would be received by the Agency by noon on Thursday, December 7, 2017. The Agency would review the proofs and notify the contractor of the "Ok to Print" by close of business on Thursday, December 7, 2017. The contractor must complete delivery at destination no later than Tuesday, December 12, 2017 before 3:30 pm.

* Delivery date is the date that the complete order must deliver, GPO Samples and returned government furnished materials (if revised).

All pickups and deliveries must be made Monday through Friday, exclusive of Federal Holidays, before 3:30 pm local prevailing time.

Author's alterations (AAs) may be required occasionally during the proofing stage. Any such changes are to be made by the contractor at no additional charge, up to a maximum of eight (8) typeline corrections and two (2) image adjustments (placement, color or other). AAs in excess of these must be immediately brought to the attention of the contract administrator, Lisa Hollingsworth at lhollingsworth@gpo.gov or 312-353-3916 x 5. Additional workdays may be added to the schedule to accommodate AAs in accordance with GPO Contract Terms.

SECTION 3.- DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices quoted in the "Schedule of Prices" to the following units of production which are the estimated requirements to produce (1) year's production 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 for a like period of time.

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

- I. (a) 12
- (b) 40

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.

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.

CONTRACTOR MUST INVOICE IN ACCORDANCE WITH SCHEDULE OF PRICES.

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

Fractional parts of 100 will be prorated at the per 100 rate.

I. COMPLETE PRODUCT: Prices quoted 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. Only one "Makeready charge" will be allowed per order.

(a) 10 page issue, **makeready**..... \$ _____

(b) Running, **per 100 copies**..... \$ _____

No charges will be allowed due to printer's errors. See page 7 under Proofs.

(Initials)

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)

BIDDER'S NAME AND SIGNATURE: Fill out and return all pages in "Section 4.- Schedule of Prices," initialing or signing each in the space provided attached to a completed and signed original or facsimile GPO Form 910, "Bid." Do not enter bid prices on GPO Form 910.

Bids should be faxed to 312-886-2057 or submitted in a sealed envelope identified on the outside with the Program number and bid opening date and time. For this solicitation, submit bids to: U.S. Government Printing Office, 200 N. LaSalle St., Suite 810, Chicago, IL 60601-1055.

BIDS MUST BE SUBMITTED TO ARRIVE AT THE ABOVE SPECIFIED OFFICE NOT LATER THAN THE EXACT DATE AND TIME SET FOR OPENING OF BIDS.

Contractor _____

(City - State - Zip)

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

(Person to be contacted)

(Telephone Number)

(Contractor's Code No.)

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)

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.