

EBR

BID INVITATION

U.S. GOVERNMENT PUBLISHING OFFICE
Atlanta, GA

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Certificate/Award Holders

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

Department of Homeland Security
(FLETC)

Single Award

CONTRACT TERM: The term of this contract is for the period beginning date of award and ending March 31, 2018, plus up to four optional 12-month extension periods that may be added in accordance with the "Option to Extend the Contract Term" clause in this contract.

DIRECT ALL QUESTIONS CONCERNING THESE SPECIFICATIONS TO RENEE SESSUM (404) 605-9160, Ext. 32706, OR E-MAIL rsessum@gpo.gov. NO COLLECT CALLS.

ABSTRACT OF PREVIOUS PRICES IS AVAILABLE
via the internet (<http://www.gpo.gov/gpo/abstracts/abstract.action?region=Atlanta>),
or you may **FAX request** to 1-800-270-4758.

BID OPENING: Bids due by 2 p.m., prevailing Atlanta, GA time on May 8, 2017.

BID SUBMISSION: To submit a bid, the contractor must execute and submit the "Schedule of Prices" (pages 10 & 11), and submit GPO Bid Form 910, which is included at the end of this specification.

Telephone and/or email quotes are NOT acceptable. Facsimile quotes are acceptable (see GPO Contract Terms, Pub. 310.2, Rev. June 2001). Fax quotes to 404-605-9185/9186 or mail to GPO Atlanta Regional Publishing Office, 3715 Northside Parkway NW, Suite 4-305, Atlanta, GA 30327.

All GPO publications referenced in these specifications are available on the internet via the GPO web-site, <http://www.contractorconnect.gpo.gov>.

SECTION 1. - GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Request for Quote (RFQ) will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Pub. 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance Through Attributes Program (GPO Pub. 310.1, effective May 1979 (revised August 2002)).

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

SUBCONTRACTING: The predominant production function may be either the production of the certificate/award holder or foil stamping. Bidders who must subcontract both operations will be declared nonresponsible.

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

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

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 the beginning of the contract to March 31, 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 three (3) months prior to the beginning of the contract, 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.

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 March 31, 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.

REGULATIONS GOVERNING PROCUREMENT: The U.S. Government Printing Office (GPO) is an office in the legislative branch of the United States Government. Accordingly, the Federal Acquisition Regulation is inapplicable to this, and all GPO procurements. However, the text of certain provisions of the Federal Acquisition Regulation as contained in the Code of Federal Regulations (CFR), are referenced in this solicitation. The offeror should note that only those provisions of the Federal Acquisition Regulation which are specifically incorporated by reference into this solicitation, are applicable.

POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION:

(a) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) During performance, in whole or in part, of this contract on a Federal facility, the Contractor shall provide to the Contracting Officer all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA, the emergency notice requirements of Section 304 of EPCRA, the list of Material Data Safety Sheets required by Section 311 of EPCRA, the emergency and hazardous chemical inventory forms of Section 312 of EPCRA, and the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

PAYMENT:

CONTRACTOR BILLING MUST BE ITEMIZED PER THE SCHEDULE OF PRICES – SEE PAGES 10 & 11.

Submit invoice for payment via the GPO fax gateway (if no samples are required) utilizing the GPO barcode coversheet program application is the fastest method of getting paid. The information 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, D.C. 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>.

Failure to comply with the above may result in a delay of payment.

SECTION 2. - SPECIFICATIONS

SCOPE: These specifications cover the production of Certificate/Award Holders (both hardback and flexible) requiring such operations as die making, foil stamping, packing, and distribution.

TITLE: Certificate/Award Holders

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

FREQUENCY OF ORDERS/QUANTITY: It is anticipated that the following will be required:

Approximately 1 of the orders will be for hardback certificate/award holders ranging in quantity from 10 to approximately 1,400 per order.

Approximately 16 of the orders will be for flexible certificate/award holders ranging in quantity from 45 to approximately 10,000 per order.

Each order will require the appropriate number of presentation envelopes.

FINISHED SIZES:

Hardback Certificate/Award Holders: approximately 11-5/8 x 8-3/4" to accommodate an 11 x 8-1/2" certificate. Landscape style only.

Flexible Certificate/Award Holders: approximately 11-5/8 x 9-1/16" to accommodate an 11 x 8-1/2" certificate. Both portrait and landscape styles will be required.

Presentation Envelopes: approximately 9-1/2 x 12-1/2".

DISPLAY SAMPLES: Samples comparable to those to be produced on the contract will be available for inspection by bidders at the FLETC, Printing Office, 1131 Chapel Crossing Road, Bldg. 680, Glynco, GA 31524. To arrange for inspection, contact Ms. Angie Drew, (912) 267-3040, between the hours of 9 a.m. and 4 p.m. Monday through Friday, until the bid opening date. While these samples are representative of the printing, binding, folding, and other operations required for the major part of the work to be ordered on this contract, occasional orders may include additional requirements as provided for in these specifications.

GOVERNMENT TO FURNISH: It is anticipated that most of the time the Government will furnish the stamping die; however, camera copy, art work, or manuscript copy may be furnished.

Previously produced samples for construction guides and color matches.

Print orders.

Performance Records: A *Facsimile Transmission Sheet* will be furnished to the contractor. Information such as the GPO program, jacket, and print-order numbers, quantity, and date of shipment must be filled in by the contractor and faxed/mailed to the GPO on the day shipment is due. Facsimile, Form 905 (R. 3/90) with labeling and marking specifications.

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," necessary to produce the product(s) in accordance with these specifications.

COMPOSITION: Occasionally the contractor will be required to set from 1 to 3 typelines per furnished manuscript, same or similar to the furnished sample.

In addition, the successful bidder must provide the ordering agency with specimens or a complete listing of typefaces and sizes which are available for use under the contract.

PROOFS: The contractor may be required to FAX a proof of lines that are typeset. Agency will e-mail or fax their response the same day when proofs are provided.

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 for this reproofing; such operations must be accomplished within the original production schedule allotted in the specifications.

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

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" in effect at the time of award.

NOTICE: Copies of the "Government Paper Specifications Standards" are for sale, on a subscription basis, by the Superintendent of Documents, U.S. Government Publishing Office, Washington, D.C. 20402; or on the GPO web site.

Color of holders, linings, and ribbons furnished shall be of a uniform shade and a close match by visual inspection of the pantone number indicated and/or attached color sample(s). The Contracting Officer reserves the right to reject shipments of any order if the color in his opinion, materially differs from that of the color sample(s).

Hardback Certificate/Award Holders: Binder boards (approximately .098" in thickness and equal to JCP-R30) covered with pebble finish dark green or dark blue (as indicated) equal to FiberMark Skivertex Samala Series 1. Inside panels to be lined with white or blue moiré satin or silk fabric mounted, as indicated, onto a white cardboard (approximately .015" in thickness) panel.

Flexible Certificate/Award Holders: 17 pt dark green, white, or dark blue (as indicated) Leatherette Latex Impregnated stock equal to FiberMark, 17pt, Sendona Cover with kid-finish and dull back coat finish. Inside back panel to be lined with white coated 1 side cover stock, approximately 23 pt thick. (Occasional orders will require the front panel to be lined in the same manner.)

Both Hardback and Flexible Certificate/Award Holders: Corners of the inside back panel are to be white, gold, blue, or green (as indicated) rayon, silk, or nylon. Protective covering of the inside back panel to be clear acetate, .004 to .005" thick. Acetate must be clean, free from dirt, oil, foreign matter, rough edges, scratches, scuffs, cracks, blisters, bubbles, pits, tears, dents, holes, or other defects which may affect appearance or serviceability. A sheet of onion skin paper shall be placed over the acetate.

Occasional orders will require the inside front panel to be constructed in the same manner.

Presentation Envelopes: White Writing or Wove, grammage 75 to 90 g/m² (basis weight: 24 to 28 lbs per 500 sheets, 17 x 22"). Open end, optional flap, suitable seams.

STAMPING DIES: Contractor will be required to produce stamping dies when not furnished by the Government. It is anticipated that sizes will range from 1-1/2" diameter up to and including 6-3/8 x 6-7/8" area.

Dies are to be held for reuse on subsequent orders. The dies are the property of the U.S. Government, and shall be returned to the address under "SCHEDULE" at the end of the contract period, unless the contractor is again awarded the purchase order for the subsequent contract year.

FOIL STAMPING: Foil stamp in one color as indicated on the print order. It is anticipated that most of the orders will require imitation gold foil; however, other colors may also be required. Match pantone number or sample furnished with the print order.

Print on front only. Printing must withstand a "Scotch Tape Test". Press a strip of "Scotch" tape firmly on the printed area and remove. There should be no transfer of the printed area to the tape. There must be solid impressions, no picking pinholes or filled letters.

Presentation envelopes do not print.

MARGINS: Margins will be as indicated on the print order or furnished copy.

CONSTRUCTION:

Hardback Certificate/Award Holders: Inside front and back panels will be lined with a silk or satin fabric covered panel (of white cardboard stock) securely glued into place.

Flexible Certificate/Award Holders: Score on fold. Inside back panel will be lined with a white coated cover stock, securely glued into place.

Occasional orders will require that the front panel be lined in the same manner.

Both Hardback and Flexible Certificate/Award Holders: The corners of the inside back panel and, on occasion, the inside front panel are to be covered with rayon, silk, or nylon ribbon, approximately 1-1/4", 45 degree triangular cut, in order to hold the applicable size certificate in place. A protective covering of clear acetate is to be placed inside the triangular corners along with a sheet of onion skin paper.

PACKING: Pack as indicated on the print order in shipping containers. Each shipping container must not exceed 40 pounds when fully packed.

Shipping containers shall have a minimum bursting strength of 275 pounds per square inch or a minimum edge crush test (ECT) of 44 pounds per inch width.

Slip sheet between each printed holder.

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

DISTRIBUTION: Most of the orders will deliver f.o.b. destination to FLETC, Printing Office, 1131 Chapel Crossing Road, Bldg. 680, Glynco, GA 31524.

Occasionally an order may require distribution f.o.b. contractor's city to different destination(s). For these orders, the contractor will be reimbursed for postage by submitting an appropriate receipt for same with the billing for payment. Prompt payment discounts will not apply to that part of the billing which applies to postage charges.

All copies mailed must conform to the appropriate regulations in the U.S. Postal Service manuals for "Domestic Mail" or "International Mail" as applicable.

Upon completion of each order, all Government furnished materials and films made by the contract must be returned to the address listed under "Schedule".

All expenses incidental to the pickup and returning of furnished materials, submitting proofs, and furnishing samples 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, and 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 billing 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).

No definite schedule for pickup of material can be predetermined; however, furnished material will be ready for pickup upon notification by the Government.

Furnished material must be picked up from and delivered to: FLETC, Printing Office, 1131 Chapel Crossing Road, Bldg. 680, Glynco, GA 31524.

The following schedule begins upon notification of the availability of print order and furnished material.

Orders must be completed and delivered within 10 to 30 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 Glynco, GA, or products ordered f.o.b. contractor's city must be delivered to the U.S. Postal Service for mailing.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

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 one year's orders 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 the term of the contract.

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

I.

1.
 - (a) 1,400
 - (b) 1,400
2.
 - (a) 4,855
 - (b) 35,000
 - (c) 105
3.
 - (a) 10

SECTION 4.- SCHEDULE OF PRICES

Bids offered are f.o.b. contractor's city for all mailed shipments and f.o.b. destination to Glynco, GA. Freight is not a factor in determining award.

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. If such orders are placed by the agency, and no Modification is received from the GPO, the contractor is to notify GPO immediately. Failure to do so may result in nonpayment.

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

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

I. COMPLETE PRODUCT: Prices offered shall include the cost of all required materials and operations (including cost of presentation envelopes) necessary for the complete production and distribution of the product listed in accordance with these specifications.

- 1. Hardback Certificate/Award Holder, landscape only:
 - (a) To accommodate 11 x 8-1/2" certificate..... each \$ _____
 - (b) Constructing the inside front panel to accommodate a second document..... each \$ _____
- 2. Flexible Certificate/Award Holder, portrait or landscape style:
 - (a) To accommodate 11 x 8-1/2" certificate (2000 copies or fewer).... each \$ _____
 - (b) To accommodate 11 x 8-1/2" certificate (Over 2000 copies)..... each \$ _____
 - (c) Constructing the inside front panel to accommodate a second document..... each \$ _____

(Initials)

3. Producing Stamping Dies:
(a) Per square inch.....\$_____

NOTE: No charge will be allowed for Government furnished dies. All dies made by the contractor will become the property of the Government and MUST be returned to the applicable address at the end of the contract period, unless the contractor is again the successful bidder.

INSTRUCTIONS FOR BID SUBMISSION: Fill out all pages in "Section 4.- Schedule of Prices" (pages 10 & 11), initialing or signing each page in the space(s) provided. Submit two copies (original and one exact duplicate) of the "Schedule of Prices" with two copies of GPO Form 910, "BID" form. Do not enter bid prices on GPO Form 910; prices entered in the "Schedule of Prices" will prevail.

Bidder_____

(City - State)

By_____

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

(Person to be contacted)

(Telephone Number)

(Email)

(Contractor's Code No., if available)

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 _____

(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 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.