



U.S. GOVERNMENT PUBLISHING OFFICE  
Dallas, Texas

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

**BOEM Ocean Science**

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

Department of the Interior/Bureau of Ocean Management  
(BOEM)

Single Award

**TERM OF CONTRACT:** The term of this contract is for the period beginning Date of Award and ending July 31, 2018, plus up to four (4) optional 12-month extension periods that may be added in accordance with the "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in SECTION 1 of this contract.

**BID OPENING:** Bids shall be publicly opened at 11:00 a.m., prevailing Dallas, TX, time on August 18, 2017.

**BID SUBMISSION:** Submit bid in pre-addressed envelope furnished with solicitation or send to: U.S. Government Publishing Office, 1100 Commerce Street, Suite 731, Dallas, TX 75242, Attn: Bids.

Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to: GPO Dallas, Fax No. (214) 767-0456. The program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2, as revised June 2001.

Hand delivered bids are to be taken to: GPO Dallas, 1100 Commerce Street, Suite 731, Dallas, TX 75242, between the hours of 8:00 a.m. and 4:00 p.m., Central Time, Monday through Friday. The contractor is to follow the instructions in the bid submission/opening area. If further instruction or assistance is required, call (214) 767-0451, Ext. 1.

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

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

For information of a technical nature, call Tom Bacon at (214) 767-0451, Ext. 1, or email [tbacon@gpo.gov](mailto:tbacon@gpo.gov).

## SECTION 1. – GENERAL TERMS AND CONDITIONS

**GPO CONTRACT TERMS:** Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (Rev. 8-02)).

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

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

**DISPUTES:** GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008 clause found at [www.gpo.gov/pdfs/vendors/contractdisputes.pdf](http://www.gpo.gov/pdfs/vendors/contractdisputes.pdf).

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

Product Quality Levels:

- (a) Printing Attributes (page related) – Level III
- (b) Finishing Attributes (item related) – 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 –

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	O.K. Proofs/ Average Type Dimension/Electronic Media
P-10. Process Color Match	O.K. Proofs/Electronic Media

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

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

**ECONOMIC PRICE ADJUSTMENT:** The pricing under this contract shall be adjusted in accordance with this clause, provided that in no event will any pricing adjustment be made that would exceed the maximum permissible under any law in effect at the time of the adjustment. There will be no adjustment for orders placed during the first period specified below. Pricing will thereafter be eligible for adjustment during the second and any succeeding performance period(s). For each performance period after the first, a percentage figure will be calculated as described below and that figure will be the economic price adjustment for that entire next period.

Pricing adjustments under this clause are not applicable to reimbursable postage or transportation costs, or to paper, if paper prices are subject to adjustment by separate clause elsewhere in this contract.

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from Date of Award through July 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 April 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.

**PREAWARD SURVEY:** In order to determine the responsibility of the contractor/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.

**POSTAWARD CONFERENCE:** Unless waived by the Contracting Officer, the total requirements of the job as indicated in these specifications will be reviewed by Government representatives with the contractor's representatives via teleconference, immediately after award.

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

**ORDERING:** Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from Date of Award through July 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", upon notification by the Government for purposes of the contract when it is electronically transmitted or otherwise physically furnished to 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:** Submitting all invoices 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:

<https://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>.

Contractor's billing invoice must be itemized in accordance with the line item pricing in the "SCHEDULE OF PRICES."

## SECTION 2. – SPECIFICATIONS

**SCOPE:** These specifications cover the production of a self cover, saddle-stitched magazine requiring such operations as electronic prepress, proofs, printing in four-color-process, binding, packing, and distribution.

**TITLE:** BOEM Ocean Science.

**FREQUENCY OF ORDERS:** Approximately three (3) orders per year.

**QUANTITY:** Approximately 3,000 to 5,000 copies per order.

**NUMBER OF PAGES:** Approximately 12 to 20 pages per order.

**TRIM SIZE:** 8-1/2 x 11”.

**GOVERNMENT TO FURNISH:** Electronic media as follows:

**GOVERNMENT TO FURNISH:** Electronic media will be furnished as follows –

Platform: Macintosh

Storage Media: Digital File Transfer Protocol (FTP) or via email.

Software: Adobe Acrobat, current version.

All platform system and software upgrades (for specified applications) that may occur during the term of the contract must be supported by the contractor.

Fonts: All printer and screen fonts will be embedded.

The contractor is cautioned that furnished fonts are the property of the Government and/or its originator. All furnished fonts are to be eliminated from the contractor's archive immediately after completion of the contract.

Additional

Information: Files will be furnished in PDF format.

Contractor must provide the Department and The C3 Group with the contractor's secure FTP site address, a user name and a password, and a valid e-mail address.

All graphics and illustrations will be furnished in place within electronic files.

CMYK will be used for color identification.

GPO Form 952 (Desktop Publishing – Disk Information) will be furnished.

The mailing addresses will be provided as a Microsoft Excel file.

Identification markings such as register marks, commercial identification marks of any kind, etc., including GPO imprint, form number, and revision date, carried in the electronic files, 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.

**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 production image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported to: Debbie Miller at 504-736-2773.

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.

When required by the Government, the contractor shall make minor revisions to the electronic files which may include color corrections to digital furnished images. It is anticipated that the Government will make all major revisions.

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

**PROOFS:** Two (2) set(s) of digital one-piece composite laminated color proofs on the actual production stock (Kodak Approval, Screen TrueRite, Polaroid PolaProof, Latran Prediction, CreoSpectrum, or Fuji Final Proof) with a minimum resolution of 2400 x 2400 dpi. Proofs must show dot structure and be in press configuration. Direct to plate must be used to produce the final product..

In lieu of digital one-piece laminated proofs, at contractor's option 2 set(s) of inkjet proofs that are G7 profiled and use pigment-based inks may be submitted. A proofing RIP that provides option for high quality color matching such as Device Links Technology and/or ICC Profiles Technology, and meets or exceeds industry tolerance to ISO 12647-2 standard for Graphic Technology (as of 3/19/09 and future amendments) must be utilized. Output must be a minimum of 720 x 720 dpi on a GRACoL or SWOP certified proofing media. Proofs must contain one of the following color control strips to be evaluated for accuracy: IDEAlliance ISO 12647-7 (2007 or later) Wedge or P2P25 Target.

Proofs must contain color control bars for each color of ink on the sheet. Control bars must be placed parallel to the press's ink rollers. The control bars (such as Brunner, GATF, GRETAG, or RIT) must show areas consisting of minimum 1/8" x 1/8" solid color patches; tint patches of 25, 50 and 75%; dot gain scale; and gray balance patches for process color (if applicable). These areas must be repeated consecutively across the sheet. The make and model number of the proofing system utilized shall be furnished with the proofs. These proofs must contain all elements and indicate margins. Proofs will be used for color match on press.

AND,

Two (2) sets of digital color content proofs. Direct to plate must be used to produce the final product with a minimum of 2400 x 2400 dpi. Proofs must be created using the same Raster Image Processor (RIP) that will be used to produce the product. Proofs shall be collated with all elements in proper position (not pasted up), imaged face and back, trimmed and folded to the finished size of the product.

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 "O.K. 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 Specifications Standards No. 12, dated March 2011.

Government Paper Specification Standards No. 12 – [http://www.gpo.gov/pdfs/customers/sfas/vol12/vol\\_12.pdf](http://www.gpo.gov/pdfs/customers/sfas/vol12/vol_12.pdf)

All paper used in each copy must be of uniform shade.

White No. 1 Coated Text, Gloss-finish, (basis weight: 100 lbs. per 500 sheets, 25 x 38”, equal to JCP Code A181.

Note: Exception to Paper Specification Standards (March 2011 No. 12), under “Testing”- The acceptance criteria in Part 4 SHALL apply for Opacity ONLY.

**PRINTING:** Print head-to-head in four color process. Pages print to and must align across the bind.

**MARGINS:** Margins will be as indicated on the furnished electronic media. Most pages will contain bleeds on one or up to all four sides. The center spread may bleed across the fold and contain cross-over images.

**BINDING:** Saddle-wire stitch in two places and trim three sides. Each product MUST contain complete 4-page signatures after trimming. Single leaves connected with a lip (i.e. binding stud) to the left or right side of the stitches ARE NOT allowed.

**PACKING:**

Bulk deliveries: Pack in suitable shipping containers. Each shipping container must not exceed 40 lbs. when fully packed. Containers must be packed solidly (top and sides) to prevent shifting while in transit. In the event the material does not fit snugly on the top or sides, open-cell pads or thicknesses of corrugated board must be added.

Mailed shipments: Single copies are mailed as self-mailers.

**LABELING AND MARKING:**

Bulk deliveries: Contractor to download the “Labeling and Marking Specifications” form (GPO Form 905, R. 7-15) from gpo.gov, fill in appropriate blanks, and attach to shipping containers.

Furnished proof label (GPO Form 892) must be filled in by the contractor and used on all proof packages.

Mailed shipments: The contractor must address each self-mailer with an address contained in the Microsoft Excel file provided by the Department. At contractor’s option, the contractor may create and affix a delivery address label or direct print the delivery address on each self-mailer.

**DEPARTMENTAL RANDOM COPIES (BLUE LABEL):** All orders must be divided into equal sublots in accordance with the chart below. A random copy must be selected from each subplot. Do not choose copies from the same general area in each subplot. The contractor will be required to certify that copies were selected as directed using GPO Form 917-Certificate of Selection of Random Copies (located on GPO.gov). The random copies constitute a part of the total quantity ordered, and no additional charge will be allowed.

<u>Quantity Ordered</u>	<u>Number of Sublots</u>
500 - 3,200	50
3,201 - 10,000	80
10,001 - 35,000	125
35,001 and over	200

These randomly selected copies must be packed separately and identified by a special label (GPO Form 2678-Departmental Random Copies (Blue Label) that must be printed on blue paper and affixed to each affected container. This form can be downloaded from GPO.gov. The container and its contents shall be recorded separately on all shipping documents and sent in accordance with the distribution list.

A copy of the print order/specification and a signed Certificate of Selection of Random Copies must be included.

A copy of the signed Certificate of Selection of Random Copies must accompany the invoice sent to U.S. Government Publishing Office, Financial Management Services, for payment. Failure to furnish the certificate may result in delay in processing the invoice.

**QUALITY ASSURANCE RANDOM COPIES:** In addition to the Departmental Random Copies (Blue Label), the contractor may be required to submit quality assurance random copies to test for compliance against specifications. The Print Order will indicate the number required, if any. When ordered, the contractor must divide the entire order into equal sublots and select a copy from a different general area of each subplot. The contractor will be required to certify that copies were selected as directed using GPO Form 917-Certificate of Selection of Random Copies (located on GPO.gov). Copies will be paid for at the running rate offered in the contractor's bid and their cost will not be a consideration for award. A copy of the Print Order must be included with the samples.

Business Reply Mail labels will be furnished for mailing the quality assurance random copies. The copies are to be mailed at the same time as the first scheduled shipment. A U.S. Postal Service approved Certificate of Mailing, identified by Program, Jacket and Print Order numbers must be furnished with billing as evidence of mailing.

**DISTRIBUTION:**

- Mail f.o.b. contractor's city approximately 2,000 copies.
- Deliver f.o.b. destination approximately 2,000 (including the Departmental Random Copies) to: USDOJ/BOEM, Gulf of Mexico OCS Region, Attn: Debbie Miller (GM623E), 1201 Elmwood Park Boulevard, New Orleans, LA 70123-2394.
- Deliver f.o.b. destination 1 copy to: U.S. Government Publishing Office, Federal Depository Library Program, (BAC (C&I) 1523-01), Mail Stop: FDLP, 44 H Street, NW, Loading Dock, Washington, DC 20401. Marked: Item No. 0671-C-02.
- Deliver f.o.b. destination approximately 15 copies to: Library of Congress, U.S./Anglo Division, U.S. Government Documents Section, (BAC (BY-LAW) 1525-01), 101 Independence Avenue, SE, Washington, DC 20540-4274. Marked: Depository File Copies.

All mailing shall be made at the Standard Mail rate - reimbursable.

The contractor will apply the appropriate postage to each unit of mail and will be reimbursed for postage by submitting a properly completed Postal Service Certificate of Mailing with the voucher at billing.

Contractor to sort all copies to be mailed to achieve the maximum discount in accordance with the U.S. Postal Service Domestic Mail Manual.

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

Contractor must notify the ordering agency on the same day that the product ships/delivers via email to [deborah.miller@boem.gov](mailto:deborah.miller@boem.gov) and [melanie.damour@boem.gov](mailto:melanie.damour@boem.gov). The subject line of this message shall be "Distribution Notice for Program 1748-S, Jacket XXX-XXX, Print Order XXXXX". The notice must provide all applicable tracking numbers, shipping method, and Title. Contractor must be able to provide copies of all delivery, mailing, and shipping receipts upon agency request.

Upon completion of each order, all furnished materials **MUST** be returned to the Department at address listed above.

All expenses incidental to returning materials, submitting proofs, 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). A signed print order will be facsimiled or e-mailed to the contractor.

After award, contractor **MUST** provide the Department with a valid e-mail address to submit individual print orders.

Furnished material will be provided by The C3 Group via secure FTP.

Proofs, including a copy of the final PDF on CD-R, **MUST** be delivered to and picked up from the Department, at contractor's expense.

When ordered, proofs **MUST** be delivered to and picked up from: The C3 Group, Inc., Attn: Bobby Cook (479) 445-2657, 8501 E Norman St., Broken Arrow, OK 74014-7408. email: [bcook@thec3group.net](mailto:bcook@thec3group.net)

The second set of each type of proof **MUST** be delivered to and picked up from: Bureau of Ocean Energy Management, Gulf of Mexico OCS Region, Attn: Debbie Miller (GM 623E), 1201 Elmwood Park Boulevard., New Orleans, LA 70123-2394. This proof will not be returned.

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.

- Contractor must submit required proofs within four (4) workdays of notification of the availability of print order and furnished material.
- Proofs will be withheld no more than two (2) workdays from their receipt at the department until they are made available for pickup. (NOTE: The first workday after receipt of proofs at the department is day one (1) of the hold time.)
- Contractor must complete production and distribution within 10 workdays of receipt of "OK to Print" on proofs.

NOTE: If required, contractor must submit revised proofs within two (2) workdays of notification. Proofs will be withheld no more than two (2) workdays from their receipt at the department until they are made available for pickup. (NOTE: The first workday after receipt of proofs at the department is day one (1) of the hold time.)

The ship/delivery date indicated on the print order is the date products ordered for delivery f.o.b. destination must be delivered to the destinations specified and products ordered for f.o.b. contractor's city must be delivered to the U.S. Postal Service.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with the 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.

For compliance reporting purposes, the contractor is to notify the U.S. Government Publishing Office of the date of shipment or delivery, as applicable. Upon completion of each order, contractor must contact Evelyn

Whitehead via email at [efaxdallas@gpo.gov](mailto:efaxdallas@gpo.gov); or at (800) 865-5193. Personnel receiving email or facsimile will be unable to respond to questions of a technical nature or to transfer any inquiries.

### 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 (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.	(1) 48	(2) 192
II.	(a) 6	
	(b) 30	

**SECTION 4. – SCHEDULE OF PRICES**

Bids offered are f.o.b. destination and f.o.b. contractor’s city for all mailing and f.o.b. destination for all other shipments.

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

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

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

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

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

All invoices 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.

**I. PRINTING AND BINDING:** Prices offered shall include the cost of all required materials (including proofs and paper) and operation necessary for the printing and binding of the product listed in accordance with these specifications.

<u>Make ready and/or Setup</u>	<u>Running Per 1,000 Copies</u>
(1)	(2)

Printing in four-color process, including binding .....per page.....\$ \_\_\_\_\_ \$ \_\_\_\_\_

**II. PACKING:**

(a) Addressing self-mailers .....per 1,000 labels .....\$ \_\_\_\_\_

(b) Packing and sealing shipping containers .....per container .....\$ \_\_\_\_\_

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

**LOCATION OF POST OFFICE:** All mailing will be made from the \_\_\_\_\_

Post Office located at Street Address \_\_\_\_\_

City \_\_\_\_\_, State \_\_\_\_\_, Zip Code \_\_\_\_\_

**INSTRUCTIONS FOR BID SUBMISSION:** Fill out "SECTION 4. – SCHEDULE OF PRICES," initialing or signing each page in the space(s) provided. Submit two copies (original and one exact duplicate) of the "SCHEDULE OF PRICES" with two copies of the GPO Form 910 "BID" form. Do not enter bid prices on GPO Form 910; prices entered in the "SCHEDULE OF PRICES" will prevail.

Bidder \_\_\_\_\_

\_\_\_\_\_  
(City – State)

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

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

\_\_\_\_\_  
(Telephone Number)

U.S. GOVERNMENT PRINTING OFFICE  
Printing Procurement Department

# BID

All bids are subject to GPO Publication 310.2, Contract Terms (Rev. 6-01) which is incorporated by reference, and the representations and certifications on the reverse of part one of this GPO Form 910.

Shipment(s) will be made from: City \_\_\_\_\_, State \_\_\_\_\_

(The city(ies) indicated above will be used for evaluation of transportation charges when shipment f.o.b. contractor's city is specified. If no shipping point is indicated above, it will be deemed that the bidder has selected the city and state shown below in the address block and the bid will be evaluated and the contract awarded on that basis. If shipment is not made from evaluation point, contractor will be responsible for any additional shipping costs incurred.)

PROGRAM NO. \_\_\_\_\_ (BIDDER TO ATTACH SCHEDULE OF PRICES TO THIS BID FORM)

or

JACKET NO. \_\_\_\_\_

BID \_\_\_\_\_

Additional \_\_\_\_\_ Rate \_\_\_\_\_

Discounts are offered for prompt payment as follows: \_\_\_\_\_ percent, \_\_\_\_\_ calendar days.  
See Provision 12 "Discounts" in GPO Contract Terms (Pub. 310.2).

Bidder hereby acknowledges amendment(s) number(ed) \_\_\_\_\_

In compliance with the above, the undersigned agrees, if this bid is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the bidder) from the date for receipt of bids, to furnish the specified items at the price set opposite each item, delivered at the designated point(s), in exact accordance with specifications.

**Notice: Failure to provide a 60 day bid acceptance period may result in expiration of your bid prior to award.**

### COMPANY SUBMITTING BID

### PERSON AUTHORIZED TO BID

Company \_\_\_\_\_ Name \_\_\_\_\_

Address \_\_\_\_\_ Title \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Signature \_\_\_\_\_

GPO Contractor Code (if known) \_\_\_\_\_ Date \_\_\_\_\_

Telephone Number \_\_\_\_\_ Facsimile Number \_\_\_\_\_

Contracting Officer Review \_\_\_\_\_ Date \_\_\_\_\_ Certifier \_\_\_\_\_ Date \_\_\_\_\_  
(initials) (initials)

# Representations and Certifications

Exception to the certifications may render your bid nonresponsive. Submission of your bid without statement of exception shall constitute certification of the six items.

## REPRESENTATIONS.

**R-1. Small business.** By submission of a bid, the bidder represents that the bidder is a small business concern, unless the bid contains an affirmative representation that the bidder is not a small business concern.

**R-2. Small Disadvantaged Business Concern.** By submission of a bid, the bidder represents that the bidder is not a small disadvantaged business concern, unless the bid itself contains an affirmative representation that the bidder is a small disadvantaged business concern.

**R-3. Women-Owned Small Business Concern.** By submission of a bid, the bidder represents that the bidder is not a women-owned small business concern, unless the bid itself contains an affirmative representation that the bidder is a women-owned small business concern.

## CERTIFICATIONS.

**C-1. Covenant Against Contingent Fees.** Submission of a bid without statement of exception shall constitute certification.

(a) The contractor warrants that no person or agency has been employed or retained to solicit or obtain a contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul the contract without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency" means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee" means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee" means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence" means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**C-2. Buy American Certification.** Except as may be listed with the bid itself, the bidder certifies with the submission of a bid that each end product is a domestic end product (as defined in clause 37 "Buy American Act" in Contract Clauses), and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States. Any exception listed with the bid itself must list both the excluded end products and the country of origin of each.

**C-3. Clean Air and Water.** Submission of a bid without statement of exception shall constitute certification.

(Applicable if the bid or offer exceeds \$100,000 or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413 (C) (1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

(a) Any facility to be utilized in the performance of the proposed contract has not been listed on the Environmental Protection Agency List of Violating Facilities.

(b) The Contracting Officer will be promptly notified, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

(c) Bidder will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

**C-4. Certificate of Independent Price Determination.** Submission of a bid without statement of exception shall constitute certification.

(a) The offeror certifies that—

(1) The prices in the offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices; (ii) the intention to submit an offer; or (iii) the methods or factors used to calculate the prices offered.

(2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law, and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in the bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision; and

(iii) As an agent has not personally participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a) (2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**C-5. Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters** (Jan. 1999). By submission of a bid—

(a) (1) The offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its principals—

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of a 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 and 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 is 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.