

Program No 1737-S DATE OF AWARD To 05/31/18												
TITLE: IRS Publications												
			Gray Graphics		LSC Communications		NPC		RR Donelley		PREVIOUS CONTRACTOR	
			Capitol Heights, MD		Owensville, MO		Claysburg, PA		San Diego, CA		Maquoketa Web, WI	
ITEM NO.	DESCRIPTION	BASIS OF AWARD	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST
I. ELECTRONIC PREPRESS												
(a)	Trim/Page Size unit, per page	40	\$3.00	\$120.00	\$2.50	\$100.00	\$10.00	\$400.00	\$5.00	\$200.00		
(b)	Adobe Acrobat PDF soft proofs, per proof	2	\$20.00	\$40.00	\$20.00	\$40.00	\$1.00	\$2.00	\$10.00	\$20.00		
II. PRINTING (text and line art illustrations in black only)												
(a)	8- page paste on fold pamphlet, printing only											
(1)	Makeready and/or Setup	5	\$500.00	\$2,500.00	\$300.00	\$1,500.00	\$350.00	\$1,750.00	\$800.00	\$4,000.00		
(2)	Running per 1,000 pages	32000	\$7.75	\$248,000.00	\$4.63	\$148,160.00	\$3.50	\$112,000.00	\$4.83	\$154,560.00		
III. STOCK/PAPER												
(a)	8-1/2 x 11" Newsprint, 28 lb, JCP A10, per 1,000 leaves	80000	\$2.25	\$180,000.00	\$0.36	\$28,800.00	\$1.80	\$144,000.00	\$2.15	\$172,000.00		
IV. ADDITIONAL OPERATIONS												
(a)	Fold pamphlets from 8-1/2 x 11" to 8-1/2 x 3-2/3", per 1,000 pamphlets	31000	\$10.00	\$310,000.00	\$5.00	\$155,000.00	\$4.00	\$124,000.00	\$19.35	\$599,850.00		
(b)	Paper banding stuffers, per 1,000 bundles	310	\$35.00	\$10,850.00	\$200.00	\$62,000.00	\$1.95	\$604.50	\$115.00	\$35,650.00		
(c)	Generating carton labels from electronic file, per 1,000 labels	20	\$30.00	\$600.00	\$100.00	\$2,000.00	\$30.00	\$600.00	\$1.00	\$20.00		
(d)	Packing and sealing shipping containers, per container	20000	\$1.50	\$30,000.00	\$1.25	\$25,000.00	\$0.84	\$16,800.00	\$0.25	\$5,000.00		
CONTRACTOR TOTALS				\$782,110.00		\$422,600.00		\$400,156.50		\$971,300.00		
DISCOUNT			2.00%	\$15,642.20	0.00%	\$0.00	0.25%	\$1,000.39	0.00%	\$0.00		
DISCOUNTED TOTALS				\$766,467.80		\$422,600.00		\$399,156.11		\$971,300.00		
AWARDED												

U.S. GOVERNMENT PUBLISHING OFFICE
Dallas, Texas

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

IRS Publications

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

Department of Treasury/Internal Revenue Service (IRS)

Single Award

R-1: This procurement has been revised to change the required stock AND to include a PREAWARD TEST. Please review carefully.

TERM OF CONTRACT: The term of this contract is for the period beginning **Date of Award and ending May 31, 2018**, plus up to four (4) optional 12-month extension period(s) 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 2 p.m., prevailing Dallas, Texas time, on May 31, 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. 5.

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

To submit a bid, contractors must execute and submit the 'Schedule of Prices' (pages 11 through 12) included within, and GPO Form 910, included within.

For information of a technical nature, call Jim Hunt at (214) 767-0451, Ext. 5 or email jhunt@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.

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

Product Quality Levels:

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

Inspection Levels (from ANSI/ASQC Z1.4):

- a) Non-destructive Tests - General Inspection Level I.
- b) Destructive Tests - Special Inspection Level S-2.

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

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	Camera Copy or Approved Proof

Prior to award, contractor may be required to provide information related to specific equipment that will be used for production.

Subcontracting will not be allowed.

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 prices set forth in this contract shall be adjusted in accordance with the provisions of 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 below. Pricing will thereafter be eligible for adjustment during the second and any succeeding 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 herein.

The Contracting Officer will give written notice to the contractor of any adjustments to be applied to invoices for orders placed during months affected by this clause.

In no event, however, will any price adjustment be made which would exceed the maximum permissible under any law in effect at the time of the adjustment. The adjustment, if any, shall not be based upon the actual change in cost to the contractor, but shall be computed as provided above.

The contractor warrants that the paper prices set forth in this contract do not include any allowance for any contingency to cover anticipated increased costs of paper to the extent such increases are covered by this price adjustment clause.

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

PREAWARD TEST: Prior to award of the contract, in order to determine the suitability of the stock provided, the contractor will provide unprinted prior to production samples. The contractor shall submit to the Government, not less than 4,801 samples of paper to be used in the production of the contract requirements. Each sample shall be constructed to match the following specifications: Four leaves, nested together. Single leaves connected with a lip (i.e., binding stub) will not be allowed. Trim 3 sides. Fold to 8-1/2 x 11" with paste of fold along the entire 11" dimension, then fold from 8-1/2 x 11" to 8-1/2 x 3-2/3". Samples will be produced and furnished according to the instructions contained in Publication 4803 - IRS Packaging and Shipping. Refer to sections: Carton Specifications (pg. 14), Packaging (pg. 12), and CPS Stuffers requirements (pg. 42).

Submit two (2) cartons (1,200 per carton, 2,400 to each location) of preaward test samples to: CPSW, Business Depot Ogden, 112 North 700 West, Bldg. 48, Ogden, UT 84404. Attn: Michael Bate; and CPSE, 985 E. Michigan Ave., Detroit, MI 48226. Attn: Brian Wischmeyer.

The container and accompanying documentation shall be marked PRAWARD TEST PAPER SAMPLES.

Deliver one (1) folded copy to the U.S. Government Publishing Office, 1100 Commerce Street, Room 731, Dallas, TX 75242. The container and accompanying documentation shall be marked PREAWARD PAPER SAMPLE/1737S.

Samples will be inspected and tested on Bell and Howell Enduro AND Forerunner inserting machines and must comply with the specifications as to kind and quality of materials. The samples MUST deliver within three (3) days of contractor being notified by GPO.

The Government will approve, conditionally approve, or disapprove the samples within five (5) workdays of the receipt thereof. Approval or conditional approval shall not relieve the contractor from complying with the specifications and all other terms and conditions of the contract. A conditional approval shall state any further action required by the contractor. A notice of disapproval shall state the reasons therefor.

Disapproval of Preaward Test: At the option of the Government and if so notified by the Contracting Officer, the contractor may be permitted additional time to correct defects or to submit additional test material. The time allowed to provide additional test material may differ depending upon the nature of the defects noted. This will be specified when notification is given.

Approval of Preaward Test: Approval will be based upon fulfilling all of the requirements of the specifications within the time specified. A single deviation from the contract specifications or failure to complete delivery within the time specified may result in declaring the contractor nonresponsible.

No charges will be allowed for costs incurred in the performance of the preaward test.

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 at 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 and ending May 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.

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>.

SECTION 2. - SPECIFICATIONS

SCOPE: These specifications cover the production of Internal Revenue Service (IRS) publications requiring such operations as electronic prepress, printing, paste on fold, folding, packing, and delivery.

TITLE: IRS Publications.

FREQUENCY OF ORDERS: Approximately 5 orders per year. Multiple orders may be placed at the same time to ensure that distribution locations have sufficient stock on hand during peak demand times.

QUANTITY: Approximately 3,000,000 to 8,000,000 copies per order with an average of 4,000,000 copies per order.

NUMBER OF PAGES: 8 pages per order.

TRIM SIZE: 8-1/2 x 11"

GOVERNMENT TO FURNISH: Print orders, electronic media with all page elements (text and line art illustrations in proper position) or final reproduction size camera copy, folding sample.

Electronic Media:

Platform: PC/Windows.

Software: Adobe Acrobat X. Digital file will be provided in Portable Document Format (PDF) and will be e-mailed to the contractor.

Note: All software upgrades (for specified applications) which may occur during the term of the contract, must be supported by the contractor.

Fonts: Fonts are embedded in the furnished PDF file.

NOTE: During the course of the contract the furnished material may change. The contractor may be required to substitute revised copy during the performance of the print order or the term of the contract. The contractor will be notified within 12 working days of the ship date indicated on the print order. The contractor will be allowed 12 additional days to complete the order once the contractor receives revised copy.

One reproduction proof, Form 905 (R. 3/90), 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, 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.

ELECTRONIC PREPRESS: Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required reproduction image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported to the contract administrator within 24 hours of receipt of the Government furnished material.

The contractor shall create or alter any necessary trapping, set proper screen angles and screen frequency, and define file output selection for the imaging device being utilized. Furnished files must be imaged as necessary to meet the assigned quality level.

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

PROOFS: Occasional print orders may require an Adobe Acrobat PDF soft proof. Contractor to submit one Press Quality PDF soft proof (for content only) using the same Raster Image Processor (RIP) that will be used to produce the final printed product. PDF proof will be evaluated for text flow, image position, and color breaks. Proof will not be used for color match.

Email Proofs to:
William.L.Pang@irs.gov
jhunt@gpo.gov

Include Program and Print Orders number in the "Subject" line of all emails.

If the proof contains contractor's errors that are serious enough to require a revised proof, the revised proof must 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.

CONTRACTOR MUST NOT PRINT PRIOR TO RECEIPT OF AN "OK TO PRINT".

STOCK: The specifications of all stock 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, and any subsequent amendments thereto.

JCP Code A10*, White Standard Newsprint, Basis Size 24 x 36", Basis Weight 28#

*Equal to JCP Code A10 with the exception that No postconsumer fiber is required. Any percentage points of postconsumer fiber are encouraged though not required; provided that the requirements of this Standard are met.

NOTE: All paper used **MUST** be of a consistent shade and uniform weight. Any deviation in weight will cause inserting problems in IRS mailing equipment and will be justification for rejection of the entire order and subsequent reprinting of the order at no additional cost to the Government.

PRINTING: Print head-to-head in black ink. Copy is type, rules, solids, reverses, line illustrations and tone areas.

MARGINS: Margins will be as specified on the furnished electronic media or camera copy. No bleed edges.

BINDING: Nest leaves together in proper page sequence. Single leaves connected with a lip (i.e., binding stub) will not be allowed. Trim 3 sides. Fold to 8-1/2 x 11" with paste of fold along the entire 11" dimension. Most orders will fold. Some orders will ship flat. The print order will specify. When specified, orders will fold from 8-1/2 x 11" to 8-1/2 x 3-2/3" (IRS logo out).

PACKING, LABELING AND MARKING: The print order will specify the carton quantity. No quantity variance will be allowed.

A Form 2040 in PDF fillable Adobe Acrobat 5.0 file format will be provided by email to the contractor. Contractor is required to have internet access, provided through their internet service provider with e-mail and a web browser equivalent to Internet Explorer 5.0 or Netscape 4.0. The contractor is also required to have Adobe Acrobat 6.0 (or higher) software (not Adobe reader). An email address must be provided to GPO upon award for the IRS to email the form.

The contractor is required to complete and email Form 2040 daily to the IRS when shipping begins. The majority of the information will be included in the report from the IRS to the contractor, but the contractor is responsible for the verification and correctness of information supplied back to the IRS. If there is any information missing or incorrect, contact GPO immediately for instructions. The contractor must revise the Electronic Form 2040 and transmit via email to IRS each day the product ships.

A carton label to be completed by the contractor will be provided with the 2040. The labels must be generated from the electronic file provided. No handwritten information is acceptable and there must be a bar code on the label. When a carton quantity of "0" (zero) is on the pdf label received, the contractor must electronically revise the pdf with the packing quantity to ensure the proper information will be embedded in the bar code. Failure of the contractor to revise the pdf electronically will result in the shipment being rejected and re-labeled at the contractor's expense. If requested by the department, the contractor must send an electronic PDF proof of the label prior to reproducing.

Please see Publication 4803 - IRS Packaging and Shipping. Notable sections included: Carton Specifications (pg. 14), Packaging (pg. 12), Labeling (pg. 17), Palletizing (pg. 21), Form 2040, IRS Electronic Distribution Form (pg. 25), and CPS Stuffers requirements (pg. 42).

INSPECTION SAMPLES: When indicated on the print order or otherwise requested, two samples shall be sent for inspection to the U.S. Government Publishing Office, Regional Publishing Procurement Office, 1100 Commerce Street, Room 731, Dallas, Texas 75242-0395, Attn: Inspection Samples.

These samples cannot be deducted from the total quantity ordered. The package or envelope containing the samples shall be identified by the GPO jacket number, program number, print order number, title, and include a facsimile of the print order on which they were ordered. The contractor will comply with the shipping schedule regardless of this requirement and will be notified of the test results only if there are deficiencies.

DISTRIBUTION: Shipments over 750 pounds will ship f.o.b. contractor's city via IRS-supplied Government Bill of Lading (GBL). Shipments under 750 pounds will ship f.o.b. contractor's city via an IRS-supplied UPS account. The contractor is required to contact the IRS at least 7 workdays prior to shipping to arrange for GBLs or to obtain UPS account information. Shipments may deliver to a single address or multiple addresses.

Upon completion of each order, all furnished material and a print-order specified quantity of inspection samples must be returned to IRS/William Pang, 4050 Alpha Road, MS 7015 NDAL, Dallas, TX 75244-4203. All expenses incidental to returning materials, submitting proof(s), and furnishing sample copies must be borne by the contractor.

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

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

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

Complete production and distribution must be completed within 20 workdays.

For any orders in excess of 4,000,000 copies, Progressive shipments will be allowed. First truck loads (~26 pallets/903 cartons) must shipped out on schedule to CPS site (Detroit and Ogden). Remainder of order ships upon completion.

If proofs are required, three (3) additional workdays will be added to the schedule.

The PDF "soft" proof will be checked for quality and compliance with these specifications, approved or approved with comments and the contractor will be notified within TWO (2) working days after receipt. If, in the opinion of the GPO and/or Department, the proofs are not a true representation of the furnished copy, or contain noticeable defects they will be rejected, must be corrected and reproofed at no additional expense to the Government. The schedule stated elsewhere in these specifications CANNOT be extended to allow for such reproofing.

The ship/deliver date indicated on the print order is the date products ordered for shipment f.o.b. contractor's city must be shipped to the destination(s) specified.

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; 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 orders for 12 months under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered during a like period of time.

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

I. (a) 40
(b) 2

II. (1) (2)
(a) 5 32,000

III. (a) 80,000

IV. (a) 31,000
(b) 310
(c) 20
(d) 20,000

SECTION 4. - SCHEDULE OF PRICES

Bids offered are f.o.b. contractor's city.

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

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government. Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

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

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

Fractional parts of 1,000 will be prorated at the per 1,000 rate.

I. ELECTRONIC PREPRESS: The prices offered must be all-inclusive for output from electronic media and shall include the cost of all materials and operations as applicable including output of original or revised pages from electronic media.

- (a) Trim/Page-size unit per page \$ _____
- (b) Adobe Acrobat PDF soft proofs..... per proof \$ _____

II. PRINTING (text and line art illustrations in black only):

- | | <u>Makeready
and/or Setup</u>
(1) | <u>Running Per
1,000 pages</u>
(2) |
|---|--|---|
| (a) 8-page paste on fold pamphlet ...printing only..... | \$ _____ | \$ _____ |

III. STOCK/PAPER: Payment for all stock/paper supplied by the contractor under the terms of these specifications, as ordered on the individual print orders, will be based on the net volume of stock/paper used to produce the product(s) ordered. The cost of any stock/paper required for make ready or running spoilage must be included in the prices offered.

- (a) 8-1/2 x 11" Newsprint, 28 lb., JCP A10..... per 1,000 leaves \$ _____

IV ADDITIONAL OPERATIONS:

- (a) Fold pamphlets from 8-1/2 X 11" to 8-1/2 x 3-2/3"..... per 1,000 pamphlets..... \$ _____
- (b) Paper banding stuffers..... per 1,000 bundles..... \$ _____
- (c) Generating carton labels from electronic file per 1,000 labels..... \$ _____
- (d) Packing and sealing shipping containers..... per container \$ _____

Initials

BIDDERS NAME AND SIGNATURE: Fill out and return two copies of all pages in "Section 4.- Schedule of Prices", initial or sign each in the space provided and submit with the original and duplicate copies (face and back) of GPO Form 910, "Bid". Do not enter bid prices on GPO Form 910. **NOTE:** The Schedule of Prices will prevail in instances where prices are inadvertently entered on GPO Form 910.

Bidder: _____

(City - State)

By: _____

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

(Person to be contacted)

(Telephone Number)

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.

*****SAMPLE BID ENVELOPE*****

In order to insure proper processing of all bids, the following
Information is required on all contractor furnished bid envelopes:

JACKET OR PROGRAM NO. _____
FROM _____
ADDRESS _____

POSTAGE
STAMP
REQUIRED

(Please check appropriate box)

- BID
- NO BID
- CONFIRMATION OF TELEPHONE/TELEGRAPH BID

U. S. Government Publishing Office
Dallas Regional Publishing Procurement Office
1100 Commerce Street, Room 731
Dallas, TX 75242
Attn: Formal or Term Contract Bid

BIDS WILL BE RECEIVED UNTIL _____

AT 2 P.M. PREVAILING DALLAS TIME