PROGRA	M 1765-S TERM 02/01/10 TO 01/31/11						\square
TITLE:	VA STAR						
ITEM NO	D. DESCRIPTION	*	BASIS OF	*	EAGLE WEH	3 PRESS	*
		*	AWARD	*	Salem,	OR	*
		*		*	UNIT RATE	COST	*
I.	ELECTRONIC PREPRESS:	*		*		\$0.00	*
(a)	Trim-page-size unit including halftonesper trim/page-size unit	*	48	*	\$6.16	\$295.68	*
(b)	Adobe Acrobat PDF soft proofsper proof	*	6	*	\$30.53	\$183.18	*
(c)	System timeworkper hour	*	3	*	\$78.95	\$236.85	*
II.	PRINTING AND BINDING:	*		*		\$0.00	*
(a)	8-page newsletterper complete product	*		*		\$0.00	*
(1)	Makeready and/or setup	*	6	*	\$263.16	\$1,578.96	*
(2)	Running per 100 copies	*	360	*	\$23.33	\$8,398.80	*
III.	ADDITIONAL OPERATIONS:	*		*		\$0.00	*
(a)	Fold newsletters from 11-3/8 x 15" to 11-3/8 x 7-1/2"per 100 copies	*	360	*	No Charge	\$0.00	*
(b)	Packing and sealing shipping containersper containerl	*	94	*	No Charge	\$0.00	*
		*		*			*
	CONTRACTOR TOTALS	*		*		\$10,693.47	*
	DISCOUNT	*		*	5.00%	\$534.67	*
	DISCOUNTED TOTALS	*		*		\$10,158.80	*

GRAFIKS	НОР	*	*			*
Houston	, TX	*	*	PREVIOUS CO	NTRACTOR	*
UNIT RATE	COST	*	*	UNIT RATE	COST	*
	\$0.00	*	*		\$0.00	*
\$10.00	\$480.00	*	*	\$8.00	\$384.00	*
\$16.00	\$96.00	*	*	\$16.00	\$96.00	*
\$30.00	\$90.00	*	*	\$30.00	\$90.00	*
	\$0.00	*	*		\$0.00	*
	\$0.00	*	*		\$0.00	*
\$120.00	\$720.00	*	*	\$84.00	\$504.00	*
\$16.00	\$5,760.00	*	*	\$11.50	\$4,140.00	*
	\$0.00	*	*		\$0.00	*
\$1.50	\$540.00	*	*	\$1.00	\$360.00	*
\$2.00	\$188.00	*	*	\$1.00	\$94.00	*
		*	*			*
	\$7,874.00	*	*		\$5,668.00	*
1.00%	\$78.74	*	*	1.00%	\$56.68	*
	\$7,795.26	*	*		\$5,611.32	*
	AWARDED					

U. S. GOVERNMENT PRINTING OFFICE Dallas, TX

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

VA Locomotive

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

Department of Veterans Affairs

Single Award

CONTRACT TERM: The term of this contract is for the period beginning April1, 2014 and ending March 31,2015, plus up to four (4) optional12-month extension periods that may be added in accordance with the "Option to Extend the Contract Term" clause in the contract.

BID OPENING: Bids shall be publicly opened at 2 p.m., prevailing Dallas, TX time, on March 25, 2014.

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

BID SUBMISSION: Submit bid in preaddressed envelope furnished with solicitation, or send to: U.S. Government Printing Office, Dallas Regional Procurement Office, 1100 Commerce Street, Room 731, Dallas, TX 75242. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to GPO, FAX No. (214)767-4101. The Program number and bid opening date and time 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.

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

Questions concerning this contract should be directed to Julia Russ, telephone (214) 767-0451, ext.7 (No collect calls) or email jruss@gpo.gov.

SECTION 1.-GENERAL TERMS AND CONDITIONS

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

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

Product Quality Levels:

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

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

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

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

Attribute		Specified Standard	
D 7	Type Quality and Uniformity	Annuovad Ducafa	
	Type Quality and Uniformity	Approved Proofs	
P-8.	Halftone Match (Single and Double Impression)	Approved Proofs	
P-9.	Solid and Screen Tint Color Match	Approved Proofs	
P-10.	Process Color Match	Approved Proofs	

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 (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 prices be revised to exceed the maximum permissible under any law existing as of the date of the contract or as may be hereafter promulgated.

Price adjustment period: For the purpose of this clause, the program years shall comply with the Contract Term clause. There shall be no price adjustment for orders placed during the first program year of this contract.

Price adjustment: The prices shall be adjusted on the basis of the "Consumer Price Index For All Urban Consumers-Commodities Less Food, Seasonally Adjusted," published monthly in the CPI Detailed Report by the Department of Labor, Bureau of Labor Statistics, in the following manner: (1) The contract price of orders placed during the adjusted period (excluding reimbursable postage or transportation costs) shall be adjusted by the percentage increase or decrease in the average, seasonally adjusted Consumer Price Index For All Urban Consumers- Commodities Less Food (seasonally adjusted) as follows: An index shall be calculated by averaging the 12 seasonally adjusted months ending 3 months prior to the expiration of the first period of the contract. This average is then compared with the average index for the 12-month period ending 3 months prior to the beginning of the contract, called the base index. The percentage increase or decrease by comparing these two indexes shall be applied to the contractor's invoices for orders placed during the price adjustment period.

(2) The Government will notify the contractor in writing of the percentage increase or decrease to be applied to any invoices to be submitted for orders subject to price adjustment in accordance with this clause. Such percentage will be determined from the published index as set forth above. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs. Any applicable discounts will be calculated on the basis of the invoice price as adjusted.

If the Government exercises an option, the extended contract shall be considered to include this economic price adjustment clause.

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 dubcontractor's facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

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 March 1, 2013 through February 28, 2014 plus for such additional periods 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.

QUANTITIES: This contract is 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(s) 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(s), 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(s) within the time specified in the order, and the rights and obligations of the contractor(s) 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(s) 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, and pursuant to the section entitled "DETERMINATION OF AWARD AND PLACEMENT OF WORK," the low contractor and each successive low 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, except when the shipping/delivery schedule cannot be met.

PAYMENT: Submit all vouchers to: Comptroller, Stop FMCE, Office of Financial Management, U.S. Government Printing Office, Washington, DC 20401.

SECTION 2.- SPECIFICATIONS

SCOPE: These specifications cover the production of a 12 page, self cover, saddle-stitched, newsletter requiring such operations as electronic pre-press, proofs, four color process printing, binding, packing, and distribution.

TITLE: VA Locomotive

FREQUENCY OF ORDERS: Approximately 4 orders per year

QUANTITY: Approximately 4,000 copies per order.

NUMBER OF PAGES: Approximately 12 pages self cover per order.

TRIM SIZE: 8-1/2" x 11"

GOVERNMENT TO FURNISH: Print orders and electronic media with all page elements (text and illustrations) in proper position. Electronic media will be uploaded to a contractor furnished File Transfer Protocol (FTP) site or contractor may pick up a CD-R using the contractor's own carrier account.

Platform: Windows 7 Storage Media: Electronic Transfer via FTP or CD-R Software: Adobe CS 5.5 and 6 including Adobe InDesign 5.5, Illustrator 5/6, and PhotoShop 5/6

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

Files will be furnished in native application format. In addition to the native application files Portable Document Format (PDF) files may be furnished as a general guide. Do not print from PDF files.

Fonts: All printer and screen fonts will be furnished. 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.

GPO Form 2678 (Blue Label) and 917 Selection Certificate.

GPO Form 905 Labeling and Marking Specifications.

GPO Form 2682 Specifications for Packing, Labeling, and Palletizing.

GPO Form 892 "PROOFS" label.

Contractor must reproduce all labels and forms as needed.

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.

The contractor shall create or change 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.

Prior to making any revisions, the contractor shall copy the furnished files and make all changes from the copy unless otherwise indicated.

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

PROOFS: 1 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 1 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.

2 set(s) of digital color content proofs for the entire publication. Direct to plate must be used to produce the final product with a minimum resolution 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, as applicable.

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

The contractor will be responsible for performing all necessary proofreading to ensure that proofs are in conformity with the copy submitted.

One set of digital color content proofs, as finally approved by the Department, will be retained by the Department.

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 12" dated March 2011.

White Litho (Gloss) Coated Book, (basis weight: 80 lbs per 500 sheets, 25 x 38"), equal to JCP Code A180.

Color of paper furnished shall be of a uniform shade and a close match by visual inspection of the JCP and/or attached color sample(s). The Contracting Officer reserves the right to reject shipments of any order printed on paper the color of which, in his opinion, materially differs from that of the color sample(s).

PRINTING: Print head-to-head in four-color process throughout. Must be printed on a press capable of printing four colors in a single pass through the press (minimum four printing units).

INK: Four Color Process.

MARGINS: Bleed edges are scattered throughout.

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 stub) to left or right side of stitches will not be allowed.

PACKING: Shrink film pack in units of 25. Pack in shipping containers not to exceed 40 pounds when fully packed.

LABELING AND MARKING: Reproduce shipping container label from furnished repro, fill in appropriate blanks and attach to shipping containers. Contractor must reproduce furnished forms and labels as needed.

SAMPLES: On each print order, two samples shall be sent to: U.S. Government Printing Office, Regional Procurement Office, 1100 Commerce Street, Room 731, Dallas, Texas 75242, Attn: Samples Program 1765-S/JAR.

These samples cannot be deducted from the total quantity ordered. The package or envelope containing the samples shall include a facsimile of the print order on which they were ordered. These samples should be shipped in compliance with the specified schedule on the individual print order.

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 sublot. Do not choose copies from the same general area in each sublot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. The random copies constitute a part of the total quantity ordered, and no additional charge will be allowed.

Bo	ooks	Forms		
Quantity	Number of	Quantity	Number of	
Ordered	Sublots	Ordered	Sublots	
500- 3,200	50	12,000- 35,000	125	
3,201 - 10,000	80	35,001 and over	200	
10,001 - 35,000	125			
35,001 and over	200			

These randomly selected copies must be packed separately and identified by a special government-furnished blue label, affixed to each affected container. The container and its contents shall be recorded separately on all shipping documents and sent in accordance with the distribution.

A copy of the print order/specification and a signed Government-furnished certificate of selection must be included.

DISTRIBUTION: Deliver f.o.b. destination Michael E. DeBakey VA Medical Center, Communications Office (Public Affairs), Room 4A-370, 2002 Holcombe Blvd., Houston, TX 77030. (Includes Blue Label Copies)

Deliver f.o.b. destination to 1100 Commerce Street, Room 731, Dallas, TX, 2 samples from each print order marked for: Samples Program 1765-S/JAR.

Upon completion of each order, all Government furnished material must be returned to the Department.

All expenses incidental to returning materials, furnishing sample copies and proofs, 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 and proofs must be picked up from and delivered to the Department at contractor's expense, see "Distribution" for address. Material will be available for pickup 1 hour after notification.

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.

- (a) Submit proofs within 3 workdays.
- (b) Department will hold proofs 2 workdays and approve or approve with corrections and/or changes. Contractor is responsible for the pick up of one set of reviewed proofs.
- (c) Complete production and distribution must be made by the contractor within 5 workdays after notification of availability of approved proofs.

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

COMPLIANCE REPORTING: For each order placed, contractor must notify the ordering agency on the same day that the product ships/delivers via e-mail sent to burke.francesm@va.gov (or to the address furnished on the Print Order). The subject line of this message shall be "Distribution Notice for Jacket XXX-XXX, P.O. XXXXX, 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.

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)	48	
	(b)	96	
	(c)	96	
	(d)	8	
II.		(1)	(2)
	(a)	48	1,920
III.	(a)	960	
IV.	(a)	48	
	(b)	640	
v.	(a)	20	

SECTION 4. - SCHEDULE OF PRICES

Bids offered are f.o.b. destination.

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 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 100 will prorated at the per 100 rate.

Cost of all required paper must be charged under Item III.

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 including halftonesper page	.\$
(b)	One-piece composite laminated color proofsper trim/page-size unit	.\$
(c)	Color content proofsper trim/page-size unit	\$
(d)	System timeworkper hour.	.\$

Electronic pre-press operations which cannot be properly classified under any other item shall be charged as "System Timework". Any charge made under "System Timework" must be supported by a statement outlining in detail the operation for which payment is claimed. In case of dispute, the Contracting Officer reserves the right to be the final judge as to the operations and/or number of hours chargeable under item (c).

Operations that will be allowed are special visual effects changes such as electronic enhancement or alteration of photography, graphics, illustrations or text that is not performed by the department's design staff requiring system software work by the contractor.

II. PRINTING AND BINDING:

Makerea and/or Sec. (1)	
(a) Printing in four-color processper trim/page-size unit\$	\$
III. PAPER:	
Payment for all paper supplied by the contractor under the terms of these specifications, as ordered orders, will be based on the net number of leaves furnished for the product(s) ordered. The cost of makeready or running spoilage must be included in the prices offered.	-
	Per 100 leaves
(a) White Litho Coated Offset Book (80 lb)	\$
IV. PACKING:	
(a) Bulk shipments (packing and sealing containers)per container	\$
(b) Shrink film wrap in units of 25per shrink wrap	\$
V. AUTHOR'S ALTERATIONS:	

A charge will be allowed for each minor revision not performed by the Government. The price offered should include the cost of all proofs, materials, and operations required to produce the revision in its final form as an integral part of the basic trim/page-size unit.

VA Locomotive 1765-S (03115)

BIDDERS NAME AND SIGNATURE: Fill out and return the following:

(a) Two copies of all pages in "Section 4.- Schedule of Prices", initial or sign each in the space provided.

(b) Two copies of GPO Form 910, "Bid". DO NOT ENTER BID PRICES ON GPO FORM 910. Note: The schedule of prices will prevail in instances where prices are inadvertently entered on GPO Form 910.

Bidder_____

(City and State)

By____

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

(Person to be contacted)

(Telephone Number)

IMPORTANT

GPO Form 2682 (9-87) P. 51688-1

UNITED STATES GOVERNMENT PRINTING OFFICE

Specifications for Packing, Labeling, and Palletizing

Packing, Labeling, and Palletizing must be in accordance with the requirements as stated in GPO Contract Terms (Pub. 310.2). Nonconformance with the requirements may be cause for rejection.

Reproduced below are significant extracts from the packing, labeling, and palletizing articles contained in GPO Contract Terms (Pub. 310.2). Questions regarding these articles should be directed to the contracting officer.

Packing.

Each packing unit must be uniform in size and quantity contained therein. Unless otherwise indicated, each shipping container must not exceed 45 pounds when fully packed. Quantities which fill less than one-half a shipping container may be wrapped in shipping bundles.

Shipping containers. Only new corrugated or solid fiberboard containers may be used. Containers must be made in accordance with Federal Specification PPP-B-636 and any amendments thereto. Unless otherwise provided in the specifications, bursting strength shall be 275 pounds per square inch minimum. Containers must be packed solidly (top and sides) with the material laid flat on the bottom of the containers (never stand on end); top and bottom pads of corrugated fiberboard shall be used and be in solid contact with the top and bottom of the container. In the event the material does not fit snugly on the top or sides, opencell pads or thicknesses of corrugated board must be added.

Labeling and Marking.

The label must be reproduced (same size) from the facsimile in black ink on white paper. The label must be filled in accurately and legibly, using bold characters at least $\langle 4'' \rangle$ high, except the "From" box which may be smaller.

Palletizing.

When indicated in specifications, the contractor will be required to furnish pallets for bulk shipments, in shipping containers, when the containers fill two layers or more on the pallet.

Pallets must be Type III, Size 2, Group 2 (or Group 3 at contractor's option) made in accordance with Federal Specification NN-P-71C and any amendments thereto. Full entry must be on the long dimension. Maximum height allowed including pallet is 55". Pack flush to corners.

Note.-Noncompliance with the packaging, labeling, and/or palletizing specifications may be cause for the Government to reject the shipment, at destination, and return it to the contractor at his expense. After giving notice of the deficiency and affording the contractor an opportunity to correct, the Government may, at its option, repackage, relabel, and/or repalletize in accordance with the specifications and charge all costs to the contractor.

Stringer and Deckboard Design for Type III, Four-way (Partial) Flush Pallet

6.2 Ordering Data:

- a) Federal Specification Pallets, Material Handling, Wood, Stringer Construction, 2-way and 4-way (partial), NN-P-71C, dated 9-10-73.



END VIEW

1. Dimensions are in inches.

2. Notches are to be centered about the centerline (CL).

3. Corners of notches shall be rounded as indicated.

4. One or two bottom deckboards may be used at the center.

GPO Form 910 (R 8-Q1) P.57021-4 Part 1 ORIGINAL

U.S. GOVERNMENT PRINTING OFACE Printing Procurement Department RID

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 ATIACH SCHEDULE OF PRICES TO THIS BID FORM)
or	
JACKET NO	_
BID	
AdditionalRate	_
See Provision 12 "Discounts" in GPO Contract Terms {Pub.	,
In compliance with the above, the undersigned agrees, if thi	dder) from the date for receipt of bids, to furnish the specified esignated point{s), in exact accordance with specifications.
COMPANY SUBMIITJNG BID	PERSON AUTHORIZED TO BID
Companx	Name
	Title
CityStatezfp	eignature
GPO Contractor Code (if known)	Date
Telephone Number	Facsimile Number
Contracting Officer Review' Date	eDate

<IMial:s) (Inilials)

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 throug|1 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 obtains 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 com-ponents of unknown origin have been considered to have been minded, 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 oHered.

(2) The prices in the offer have not been and will not be knowingly disclosed by the oHeror, 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 ce1tification 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 rnust 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 perfonning 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 Federalagency.

(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 requestedby the ContractingOHicer may render the offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require ljlstablishment 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, orotheJWise.

(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 specifictime 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 orfor 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 <u>contractor furnished</u> bid envelopes:

JACKET OR PROGRAM NO	POSTAGE
FROM	STAMP
ADDRESS	REQUIRED

(Please check appropriate box)

BID NO BID

C CONFIRMATION OF TELEPHONFJTELEGRAPH BID

U.S. Government Printing Office Dallas Regional Printing Procurement Office 1100 Commerce Street, Room 731 Dallas, TX 75242

BIDS WILL BE RECEIVED UNTIL

AT **3 p.M.** PREVAILING DALLAS TIME