

PROGRAM 1790-S TERM 04/01/11 TO 03/31/12										
TITLE:		AIRWORTHINESS DIRECTIVES LISTING								
ITEM NO.	DESCRIPTION				*	BASIS OF	*	A&W GRAPHICS		*
					*	AWARD	*	Dallas, TX		*
					*		*	UNIT RATE	COST	*
I.	PRINTING AND BINDING:				*		*		\$0.00	*
(a)	Printing in black ink.....per trim/page-size unit:				*		*		\$0.00	*
(1)	Makeready and/or Setup.....				*	2340	*	\$0.00	\$0.00	*
(2)	Running per 1000 copies.....				*	768	*	\$20.00	\$15,360.00	*
II.	PAPER:				*		*		\$0.00	*
(a)	White Offset Book, 50 lb.....per 1000 leaves.....				*	384	*	\$8.00	\$3,072.00	*
(b)	Kraft (light brown), 32 lb.....per 1000 envelopes.....				*	17	*	\$60.00	\$1,020.00	*
III.	PACKING:				*		*		\$0.00	*
1.	Mailing (includes printing return address on envelopes, direct printing delivery addresses or affixing a mailing label, and delivery to a post office):				*		*		\$0.00	*
(a)	Single/multiple copies in kraft envelope (up to 200 leaves).....per 1000 envelopes.....				*	17	*	\$384.00	\$6,528.00	*
(b)	Single/multiple copies over 200 leaves, up to 12 pounds, inserted into cushioned shipping bags or small mailing boxes (maximum gross weight of 14 pounds).....per bag or box.....				*		*		\$0.00	*
					*	2	*	\$95.00	\$190.00	*
2.	Bulk shipments (other than by mail):				*		*		\$0.00	*
(a)	Packing and sealing shipping containers.....per container.....				*	2	*	\$95.00	\$190.00	*
					*		*			*
	CONTRACTOR TOTALS				*		*		\$26,360.00	*
	DISCOUNT				*		*	1.00%	\$263.60	*
	DISCOUNTED TOTALS				*		*		\$26,096.40	*

U.S. GOVERNMENT PRINTING OFFICE
Dallas, Texas

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Airworthiness Directives Listing

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

Department of Transportation/Federal Aviation Administration (FAA)

Single Award

CONTRACT TERM: The term of this contract is for the period beginning April 1, 2011 and ending March 31, 2012, plus up to four (4) optional 12-month contract extension periods that may be added in accordance with the "Option to Extend the Contract Term" clause in this contract.

BID OPENING: Bids shall be publicly opened at 2 p.m., prevailing Dallas, Texas time, on March 28, 2011.

BIDDERS, PLEASE NOTE: Minor changes are scattered throughout; therefore, all bidders are cautioned to familiarize themselves with all provisions of these specifications before bidding.

Technical questions concerning this contract should be directed to Glen Carlson at (214) 767-0451 ext. 17 or gcarlson@gpo.gov. (No collect calls.)

SECTION 1.- GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO 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 (revised April 2002)).

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

Product Quality Levels:

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

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/Page Reproducible

FACSIMILE BIDS: Facsimile bids are permitted.

(a) Definition. "Facsimile bid," as used in this solicitation, means a bid, modification of a bid, or withdrawal of a bid that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

(b) Bidders may submit facsimile bids as responses to this solicitation. These responses must arrive at the place and by the time specified in the solicitation.

(c) Facsimile bids that fail to furnish required representations or information or that reject any of the terms, conditions, and provisions of the solicitation will be excluded from consideration.

(d) Facsimile bids must contain the required signatures.

(e) The Government reserves the right to make award solely on the facsimile bid. However, bidders agree to promptly submit the complete original signed bid.

(f) Submit facsimile bid to FAX No. 214-767-4101, one bid per facsimile.

FACSIMILE BIDS (contd.):

(g) If the bidder chooses to transmit a facsimile bid, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to, the following:

- (1) Receipt of garbled or incomplete bid.
- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of bid.
- (5) Failure of the bidder to properly identify the bid.
- (6) Illegibility of bid.
- (7) Security of bid data.

OPTION TO EXTEND THE CONTRACT TERM: The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 60 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 periodic pricing revision.

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

ECONOMIC PRICE ADJUSTMENT: The 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.

ECONOMIC PRICE ADJUSTMENT (contd.):

- (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.

NOTE: The Economic Price Adjustment (EPA) is NOT cumulative. The EPA is applied to the original contract price not to the original contract price plus any other EPAs applied.

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

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

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from April 1, 2011 through March 31, 2012 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.

REQUIREMENTS (contd.):

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: Submit all vouchers to: Comptroller, Stop FMCE, Office of Financial Management, U.S. Government Printing Office, Washington, D.C. 20401. Vouchers may be faxed to 202-512-0992. To expedite payment from GPO, use the bar code cover sheet. Refer to the following web page for instructions: <http://winapps.access.gpo.gov/fms/vouchers/barcode> . If the bar code cover sheet is used, fax the voucher and the bar code cover sheet to 202-512-1851 in lieu of the fax numbers listed above.

SECTION 2.- SPECIFICATIONS

SCOPE: These specifications cover the production of looseleaf pamphlets and envelopes requiring such operations as printing, binding, packing, and distribution.

TITLE: Airworthiness Directives Listing.

FREQUENCY OF ORDERS: One order biweekly (every two weeks) for two publications.

QUANTITY AND NUMBER OF PAGES: Each order will consist of the following:

Small Aircraft – Approximately 419 copies with 10 to 60 or more pages with an average of 36 pages per order.

Large Aircraft – Approximately 268 copies with 20 to 108 or more pages with an average of 54 pages per order.

Occasionally, a partial reprint may be ordered.

TRIM SIZE: Pamphlets are 8-1/2 x 11". Envelopes are 9 x 12".

GOVERNMENT TO FURNISH: An Adobe Acrobat PDF file containing copy for both documents will be e-mailed to the contractor for each order. Fonts are embedded. Reprint copy as manuscript copy will be furnished for the return address on the envelopes. Contractor must typeset in same or similar typeface. Mailing addresses will be e-mailed to the contractor. The addresses will be pipe delimited. Addresses are not in zip code sequence. The print order will be e-mailed to the contractor.

One reproduction proof, Form 905 (R. 3/90) with labeling and marking specifications.

Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc, except GPO imprint, form number, and revision date, carried on copy or film must not print on the 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.

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.

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. 11" dated February 1999.

Pamphlets: White Offset Book, grammage 75 g/m² (basis weight: 50 lbs per 500 sheets, 25 x 38"), equal to JCP Code A60.

Envelopes: Kraft (light brown), grammage 120 g/m² (basis weight: 32 lbs per 500 sheets, 17 x 22"), equal to JCP Code V10.

PRINTING: Pamphlets print head-to-head in black ink. Envelopes print face only in black ink. At contractor's option, pamphlets may be reproduced using xerographic copying or digital printing provided the quality assurance levels are maintained.

INK: If lithographic ink is used in the performance of this contract, the ink shall contain not less than the following percentages of vegetable oil: (a) news ink, 40 percent; (b) sheet-fed and forms ink, 20 percent; and (c) heat-set ink, 10 percent. High quality color process printing on high speed heat-set presses is excepted when slow drying time significantly increases production costs.

MARGINS: Adequate gripper margins.

BINDING: Side-wire stitch pamphlets in two places on the left side. Drill 3 round holes, 3/8" in diameter, centered on the 11" side, 4-1/4" center to center, center of holes 3/8" from the left edge.

PACKING:

Mailed shipments: Insert single or multiple copies (up to 200 leaves) into kraft envelopes. Quantities over 200 leaves, up to 12 pounds, must be inserted into cushioned shipping bags or small mailing boxes (maximum gross weight of 14 pounds).

Bulk shipments: Pack in shipping containers not to exceed 40 pounds when fully packed.

LABELING AND MARKING:

Mailed shipments: Direct print or apply a mailing label to each unit of mail packaged in envelopes, cushioned shipping bags, or small mailing boxes.

"Par Avion" must be stamped on the face and back of each envelope mailed to foreign destinations or an approved U.S. Postal Service sticker may be attached to the package.

Bulk shipments: Reproduce shipping container label from furnished repro, fill in appropriate blanks and attach to shipping containers.

INSPECTION SAMPLES: When indicated on the print order or otherwise requested, two samples shall be sent for inspection to the U.S. Government Printing Office, Regional Printing 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:

Deliver the following f.o.b. destination:

1 copy each of the Small Aircraft and Large Aircraft Listings marked "Depository Copies Item No. 0431-A-58" to the U.S. Government Printing Office, Depository Receiving Section, 44 H St, NW, Loading Dock, Washington, DC 20401.

15 copies each of the Small Aircraft and Large Aircraft Listings marked "File Copies" to the Library of Congress, US/Anglo Division, U.S. Government Documents Section, 101 Independence Ave, SE, Washington, DC 20540-4274.

2 copies each of the Small Aircraft and Large Aircraft Listings to the FAA, Attn: AIR-140, ARB, Rm 308, 6500 S. MacArthur Blvd, Oklahoma City, OK 73169.

Mail and ship the remainder of each order f.o.b. contractor's city. Ship any pamphlets remaining after mailing to an address in the Washington, DC commercial zone. The majority of the mailing is single copies. Bulk shipments will be sent via reimbursable parcel post or small parcel carrier, whichever method is most economical to the Government, unless otherwise instructed. The contractor must apply the appropriate postage to each mailing. The contractor will be reimbursed for postage by submitting a properly completed U.S. Postal form or for shipping by submitting an appropriate receipt from a small parcel carrier with the billing for payment.

All mailing shall be made at the Air Mail rate for international mail (zone sorted) and First Class rate for domestic mail. Each domestic mailing list is to be handled separately and reported on a separate PS Form 3600-R or PS Form 3602-G. Each foreign mailing list is to be handled separately and reported on a separate U.S. Postal form.

All copies mailed must conform to the appropriate regulations in the U.S. Postal Service manuals for "Domestic Mail" or "International Mail" as appropriate. The contractor must complete GPO Form 712 (Certificate of Conformance (Rev. 1-85)) supplied by the GPO and the appropriate mailing statement or statement supplied by the U.S. Postal Service.

Upon completion of each order, 1 sample copy each of the Small Aircraft and Large Aircraft Listings, copies of each GPO Form 712 and the appropriate U.S. Postal Service forms (time/date stamped) must be returned to the FAA, AMG-310, Rm 2, 6500 S MacArthur Blvd, Oklahoma City, OK 73169.

All expenses incidental to picking up materials, returning materials, 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 and the print order will be e-mailed to the contractor by every other Wednesday by 9:00 a.m. Central Time and must be completely produced and distributed by Friday of the same week.

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 and the date the balance of the copies must be shipped.

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".

- | | (1) | (2) |
|-------------|------|-----|
| I. (a) | 2340 | 768 |
| II. (a) | 384 | |
| | (b) | 17 |
| III. 1. (a) | 17 | |
| | (b) | 2 |
| 2. (a) | 2 | |

SECTION 4.- SCHEDULE OF PRICES

Bids offered are f.o.b. destination to three destinations and f.o.b. contractor's city for all other copies.

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 1000 will be prorated at the per 1000 rate.

Unless otherwise specified, no more than one blank page shall be permitted before the last leaf. A charge will be allowed for each page, whether printed or blank.

I. PRINTING AND BINDING (includes the cost of stitching and drilling):

	<u>Makeready and/or Setup</u> (1)	<u>Running Per 1000 Copies</u> (2)
(a) Printing in black ink.....per trim/page-size unit.....	\$_____	\$_____

II. PAPER: Payment for all paper supplied by the contractor under the terms of these specifications, as ordered on the individual print orders, will be based on the net number of leaves furnished from the product(s) ordered. The cost of any paper required for makeready or running spoilage must be included in the prices offered.

Computation of the net number of leaves will be based on each page-size leaf.

- (a) White Offset Book, 50 lb.....per 1000 leaves.....\$_____
- (b) Kraft (light brown), 32 lb.....per 1000 envelopes.....\$_____

Initials

III. PACKING:

1. Mailing (includes printing return address on envelopes, direct printing delivery addresses or affixing a mailing label, and delivery to a post office):

(a) Single/multiple copies in kraft envelope (up to 200 leaves)...per 1000 envelopes...\$_____

(b) Single/multiple copies over 200 leaves, up to 12 pounds, inserted into cushioned shipping bags or small mailing boxes (maximum gross weight of 14 pounds).....per bag or box.....\$_____

2. Bulk shipments (other than by mail):

(a) Packing and sealing shipping containers.....per container.....\$_____

LOCATION OF POST OFFICE: All mailing will be made from the _____

Post Office located at Street Address_____

City_____, State_____, Zip Code_____.

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 Printing Office
Dallas Regional Printing Procurement Office
1100 Commerce Street, Room 731
Dallas, TX 75242**

BIDS WILL BE RECEIVED UNTIL

AT 2 P.M. PREVAILING DALLAS TIME