

U. S. GOVERNMENT PRINTING OFFICE
Dallas, TX

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Library Bookbinding

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

Department of the Army

Single Award

CONTRACT TERM: The term of this contract is for the period beginning March 1, 2014 and ending February 28, 2015, plus up to four (4) optional 12-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 February 27, 2014

BIDDERS, PLEASE NOTE: Minor changes are scattered throughout, 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:

- (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.

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/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.

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, 2014 through February 28, 2015 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 library binding requiring such operations as binding various sizes of magazines into volumes and rebinding of volumes.

TITLE: Library Bookbinding

FREQUENCY OF ORDERS: Approximately 20 orders per year

QUANTITY: Approximately 100 to 2,000 volumes per order with an average of 80 volumes per order. Most volumes will consist of 6 magazines with a maximum thickness of 2" per volume. Height of volumes will vary from 7 to 12" with most volumes being 11" or less.

GOVERNMENT TO FURNISH: Print orders, magazines, journals, and on occasion, volumes to be rebound. Samples of lettering on spine.

GPO Form 905 Labeling and Marking Specifications.

INSPECTION OF VOLUMES: All bookbinding under this contract must be compatible with the bound books filed in the Fort Sam Houston Libraries. Prospective bidders may examine volumes on file in each respective library by contacting the following people: Anna M. Rodriguez (210-916-1119), BAMC, Medical Library, Rm.330-19, 3851 Roger Brook Drive, Bldg. 3600 Fort Sam Houston, TX 78234-6209; Julie Schlein or Cindy Garcia (210-221-6900), AMEDDC & STIMSON, Stimson Library, BLDG. 2840, Fort Sam Houston, TX 78234-5000; or Gerri Trumbro (210-916-4559), USAISR Library Branch, 3400 Rawley Chambers, Bldg. 3611 Fort Sam Houston, TX 78234-6315.

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. The successful contractor must furnish a sample book of binding material showing colors available.

The following material and processing methods will be required.

Examination: All volumes shall be carefully examined before being taken apart to detect any peculiarities of the paper or construction in order to determine the most suitable method of binding or the necessity of special handling or a determination that library binding is inadvisable. All issues shall be carefully checked, issue by issue, page by page, and collated for proper sequence pagination in accordance with the department's arrangement, title page, index, inserts and supplements. Incompleteness or defects shall be reported promptly to the departmental library. The contractor will remove all covers and advertising material (pages which contain only advertising on the face and back of the same sheet) from the medical journals to be bound.

Mending: All tears shall be mended with permanent mending tape. Margins shall be pieced out with bond paper, high-grade book paper of suitable weight or their equivalent. No volume that is torn or otherwise imperfect shall be pre-bound.

Preparation for Sewing: Inserts and folded sheets shall be set out with strips of bond paper or cambric cloth. Volumes to be rebound and periodicals that are unsuited for oversewing or side stitching shall be prepared and reinforced, if necessary, for sewing through their folded sections.

Removing Backs: For the volumes that are to be oversewn, where the margins allow, folds on the back shall be removed so as to leave all the back margin that is possible. Periodicals that come wire stitched in bulky saddle style and that have excessively narrow margins shall be prepared for oversewing by being slit with a knife by hand or machine instead of being sanded or cut off.

Dividing into Sections: Volumes that are to be oversewn shall be divided into uniform sections. Each section will not exceed 0.055 inches in thickness except those of flexible, poly paper that may be in thicker sections not to exceed 0.065 inches each. The original folded sections of volumes may be used unless they exceed the thickness provided above.

Sewing: Volumes having proper inner margins and suitable paper shall be sewed with thread by the oversewing method, either by machine or hand. If sewed by machine, all sections shall be pasted. As many needles shall be used as possible, providing that this does not bring the sewing closer to the head and tail of the book less than 1/4" after trimming. Volumes 1/2" or less in thickness may be side sewed. Stitches shall be approximately 1/2" apart and must come to no more than 1/2" from the top and bottom of the volume, and the sewing shall not exceed more than 5/32" in from the binding edge, provided that the sewing does not infringe on the print.

Thread: When used for machine oversewing, thread shall be at least equal to Federal Specification V-T 276 for cotton thread and V-T 295 for nylon thread. Thread for hand oversewing shall be of linen, cotton, or nylon. Thread for books that are side sewn by machine shall be at least equal to cotton thread number 14-4 cord.

End Papers: All end papers shall be fabricated into a unit with the grain of the end paper running lengthwise. End papers consist of three leaf, single reinforcement, invisible joint with the inward flyleaf not pasted to the middle leaf. Reinforcing fabric for the end papers shall be standard 80 x 80 thread count print cloth construction, prorated to 39 inches, 4.00 yards per pound, and shall be adhered to the paper so attempts to remove it will result in fiber tear. The construction of end papers shall be such that the sewing will go through the reinforcing fabric the same as through the sections of the book and the end paper with the reinforcing fabric will be folded and tipped so as to hinge from the binding edge. The adhesion in the fold shall be such that attempts to separate it will cause a fabric tear.

Trimming: When the volumes are trimmed, the trimming shall be as slight as possible. Periodicals shall be trimmed to sample or recorded sizes where possible; otherwise, as slightly as possible. Trimmed edges shall be square, clean, and smooth.

Gluing: Backs of volumes shall be glued prior to rounding and backing with a flexible water based adhesive.

Rounding: All volumes in excess of 1/4" thick shall be well rounded and backed without splitting individual sections, and the fore edge and back shall assume and retain a concave and convex shape. The joint size shall be uniform and equal to the board thickness on both sides.

Back Lining: Backs of volumes shall be lined with back lining material extending to within 1/2" of head and tail of volumes and onto each end paper at least 1-1/4" or, if the end leaf reinforcing fabric extends on to the board 1-1/4", the back lining need not extend on to the covers more than 3/4". All volumes over 2-1/2" in thickness or of excessive weight shall be reinforced with an additional layer of material of 60 pounds or heavier Kraft paper covering only the spine. The back lining material shall adhere smoothly and completely along the spine, joints, and endpaper surfaces. The back lining material shall adhere so that attempts at removal after a 24-hour cure period will result in a destruction of the bonded surfaces.

Back lining materials shall be cotton, thoroughly cleaned, free from waste and may be napped on one side. The weight of the fabric shall not be less than 4 ounces per square yard. The thread count per inch shall not be less than 45 in the warp and 38 in the filling. The breaking strength (by the strip method) shall not be less than 42 pounds per inch for the warp and 53.5 pounds per inch in the filling.

Inlays: Inlays shall be used to assure spine rigidity and smoothness and shall be securely attached to the inside of the backbone of the cover. The inlay shall be the same width as the back of the volume and the same height as the cover boards. Inlays shall be of flexible board, and the grain shall run parallel to the binding edge. The inlay shall be of a thickness appropriate to the thickness of the cover boards, but not less than 0.12 inches and no thicker than 0.030 inches thick.

Boards: Boards shall be cut squarely and smoothly. The thickness of the board shall be adapted to the size and weight of the volume bound and shall be between 0.060 and 0.125 inches.

The board and inlay shall be glued to the cover material and the cover material shall be uniformly turned in at least 5/8" on all sides.

Covers: Cover material shall be of fabric impregnated with pyroxylin or other non-migratory resinous material with the exception that single-filled enameling duck may be used in place of double-filled enameling duck in the manufacture of Group F Buckram. Alternative cover materials, including nonwoven materials, used alone or in conjunction with reinforcing materials, may be substituted for Group F Buckram provided they meet or exceed the performance of volumes bound with Group F Pyroxylin-impregnated Buckram.

Lettering: Lettering shall be sharp, clean, legible, and sufficiently impressed to insure adhesion to the cover and legibility for the life of the binding. Letters and numbers must be printed on the spine of the volumes using colored foils and/or inks and will include volume identification, date and occasionally an author's name. The type size, style, typefaces, color, and number of type lines and a sample of the type will be furnished with each print order. The type used must match exactly the sample furnished.

Casing-in: Volumes shall be cased in squarely with tight and secure joints so that bonded areas cannot be separated without damage to the bonded surfaces.

End papers shall tightly adhere to the cover boards and the turned in cover material and shall be free of wrinkles, bubbles, or looseness of any kind.

Adhesives: Adhesives used in all processing shall be capable of forming a permanent bond between the surfaces to be joined and shall be of such quality that the bonded area cannot be separated without damage to the bonded surfaces.

PACKING: Pack in shipping containers not to exceed 45 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.

DISTRIBUTION: Deliver f.o.b. destination to one of the addresses listed below as specified on each print order.

(a) Anna M. Rodriguez (210-916-1119), BAMC, Medical Library, Rm. 330-19, 3851 Roger Brooke Dr., Bldg. 3600 Fort Sam Houston, TX 78234-6209.

(b) Julie Schlein or Cindy Garcia (210-221-6900), AMEDDC & STIMSON, Stimson Library, Bldg. 2840, Fort Sam Houston, TX 78234-5000.

(c) Gerri Trumbo (210-916-4559), USAIR Library Branch, 3400 Rawley E. Chambers., Bldg. 3611, Fort Sam Houston, TX 78234-6315.

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 addresses. 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.

Complete production and distribution must be made by the contractor within 14 to 25 workdays, with an average of 20 workdays, after notification of availability of furnished volumes.

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.

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) 1,150

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 prorate at the per 100 rate.

I. LIBRARY BINDING: The prices Quoted must include the cost of all required materials and operations necessary for the complete production and distribution of the product listed in accordance with these specifications.

(a) Binding Volumes.....per volume.....\$_____

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)

(Initials)

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, open-

cell 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 $\frac{1}{4}$ " 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.

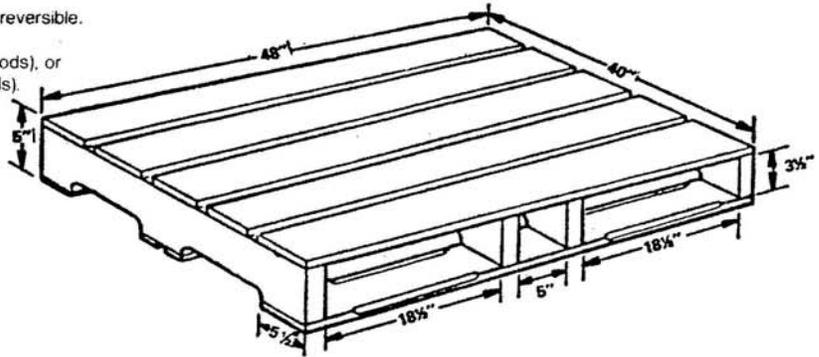
Pallets must be Type III, Size 2, Group 2 (or Group 3 at contractor's option) made in accordance with Federal Specification NN-P-71C and any amendments thereto. Full entry must be on the long dimension. Maximum height allowed including pallet is 55". Pack flush to corners.

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, repack, relabel, and/or repalletize in accordance with the specifications and charge all costs to the contractor.

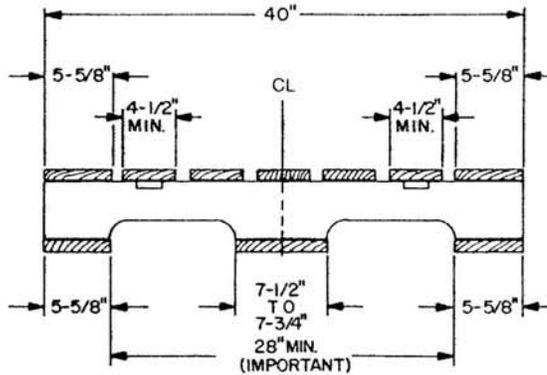
Stringer and Deckboard Design for Type III, Four-way (Partial) Flush Pallet

6.2 Ordering Data:

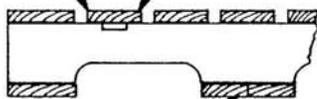
- a) Federal Specification Pallets, Material Handling, Wood, Stringer Construction, 2-way and 4-way (partial), NN-P-71C, dated 9-10-73.
- b) Classification:
 - 1. Type III—four-way (partial), flush, assembled, nonreversible.
 - 2. Size 2—40" x 48".
 - 3. Wood Group II—medium density woods (softwoods), or Wood Group III—high density woods (hardwoods).
 - 4. Grade A—untreated.
- c) Preproduction model not required.
- d) Moisture content as per specification.
- e) Manufacturer's identification not required.
- f) Bundling for shipment not required.



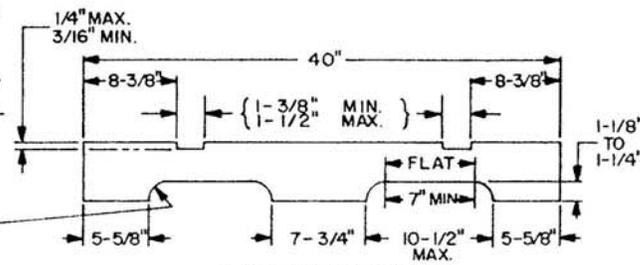
NN-P-71C



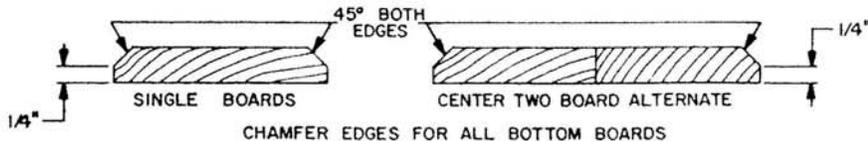
LOCATE NAILING ON BOTH SIDES OF STRAP SLOTS



ALTERNATE TWO BOARD CONSTRUCTION



DETAIL OF STRINGERS



CHAMFER EDGES FOR ALL BOTTOM BOARDS

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.

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 **3 P.M.** PREVAILING DALLAS TIME