Program	3980-S terms Date of Award to 11-30-17 +as many as 4 optional 12 month extension periods											
TITLE:	Business Cards											
				(Contr #1 - E4)		(Contr #2 - G4)		(Contr #3 - I4)		(Contr #4 - K4)		
			Business Card Services,Inc.			Thermcraft		Taylor		Versatile Movers		
		BASIS OF		MN		CA		MN		CA		
ITEM NO	DESCRIPTION	AWARD	UNIT RATE	**COST**	UNIT RATE	**COST**	UNIT RATE	**COST**	UNIT RATE	**COST**		
1.	Complete product:											
(a)	Full or 4 color process..per 1,000 cards……	150	42.22	6,333.00	56.25	8,437.50	22.80	3,420.00	166.00	24,900.00		
II.	Additional Operations:											
(a)	On-line ordering system creation/updateper hr…											
	update per hour……..	40	125.00	5,000.00	25.00	1,000.00	100.00	4,000.00	NC			
	CONTRACTOR TOTALS			**$11,333.00**		**$9,437.50**		**$7,420.00**		**$24,900.00**		
	DISCOUNT											
	DISCOUNTED TOTALS			**$11,333.00**		**$9,437.50**		**$7,420.00**		**$24,900.00**		
								AWARDED				

U.S. GOVERNMENT PUBLISHING OFFICE
San Francisco, California

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Business Cards

as requisitioned from the U.S. Government Publishing Office

(GPO) by the

California Army National Guard (CAARNG)

Single Award

The term of this contract is for one year, beginning **Date of Award and ending November 30, 2017**, plus as many as four optional 12-month extension period(s) that may be added in accordance with the "Option to Extend the Contract Term" clause in this contract.

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING ITEMS:

This is a new contract. No abstract is available. Bidders are cautioned to familiarize themselves with all provisions of this contract before bidding.

For information of a technical nature call Alan Zada at (707) 748-1970 ext. 6. (No collect calls.)

Quotes may be submitted via fax machine. The GPO fax numbers are (707) 748-1980, 1981.

To submit a quote, contractors must execute and submit the 'Schedule of Prices' and GPO form 910 (pages 12 through 14), included herein.

QUOTES DUE: 11:00 AM San Francisco, CA time on NOVEMBER 15, 2016.

SECTION 1. - GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (Rev. August 2002)). A copy of these publications, as well as other supplemental GPO contract documents, can be obtained at: http://www.gpo.gov/vendors/gaocab.htm

DISPUTES: GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008 clause found at http://www.gpo.gov/pdfs/vendors/contractdisputes.pdf. This June 2008 clause also cancels and supersedes any other disputes language currently included in existing contractual actions.

CONTRACTING METHOD: This contract is being advertised as, and shall be awarded as, a Small Purchase contract, in accordance with the U. S. Government Printing Office Printing Procurement Regulation (PPR: GPO Publication 305.3), Chapter VII, Section 4.

DOING BUSINESS WITH THE GPO: Contractors wishing to do business with the GPO are referred to the GPO web site (http://www.gpo.gov/vendors/index.htm) where one can register as a GPO contractor using the **'GPO Contractor Connection'** link in accordance with the furnished instructions on that page.
NOTE: Prospective as well as existing GPO contractors are to note that, as of 1/1/08, all contractors seeking to do business with the GPO must first complete and thereafter maintain the accuracy of its GPO Contractor Connection registration with the following mandatory taxpayer information boxes: "EIN/TIN #" (Employer Identification Number or Taxpayer Identification Number); "Subject to Backup Withholding" (See Form W-9, Request for Taxpayer Identification Number and Certification); and, "Current W-9 Request" (See Form W-9). The GPO will withhold payment of any invoices for work completed by any contractor who fails to provide these tax data in GPO Contractor Connection. Such invoices will be declared ineligible for payment until all requirements for payment, including providing these tax data in GPO Contractor Connection, have been satisfied.

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 rejects 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 number: (707) 748-1980 or (707) 748-1981**, one bid per facsimile.

(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.

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

Product Quality Levels:

(a) Printing (page related) Attributes -- Level III

(b) Finishing (Item related) Attributes -- Level III.

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

(a) Non-destructive Tests - General Inspection Level I.

(b) Destructive Tests - Special Inspection Level S-2.

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

	Attribute	Specified
P-7.	Type Quality and Uniformity	Approved Proofs
P-8.	Halftone Match (Single and Double Impression)	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 before expiration of the current contract term. 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 three 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.

RECOVERED MATERIALS PROGRAM: The Government Printing Office is promoting the use of recovered materials in its contracts to the maximum extent practicable, provided all specification requirements are met. Offerors are encouraged to supply paper and paper products that contain recovered materials even in the absence of a specific solicitation provision or contract clause requiring such materials.

Recovered materials shall mean "recovered fiber" or "postconsumer recovered fiber" as defined in "Government Paper Specification Standards No. 12", published by the Joint Committee on Printing. However, when used in conjunction with the cotton/linen content of paper, "recovered fiber" means a postconsumer fiber and "recovered material" means a pre-consumer fiber.

By submission of a bid or offer, or by substantial performance on a small purchase, the offeror certifies that the paper to be supplied contains at least the minimum percentage of recovered materials in the paper products as specified. 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 Title 18, United States Code, Section 1001. The Government reserves the right to require proof of such certification prior to first delivery and thereafter as may be otherwise provided for under the provisions of the contract.

When the use of recovered materials is specified, the contractor shall maintain manufacturer/mill accounting and record summaries on the fiber weight content used as feed stock, for the purposes of Government audit, that will verify (a) the contractor's certification of the minimum percentage of recovered materials used in the performance of the contract, (b) that the paper and paper products are in compliance with the specification requirements, and (c) the paper is manufactured in accordance with the Environmental Protection Agency (EPA) Paper Products Recovered Materials Advisory Notice (61 FR 26985, May 29, 1996) whether the products are manufactured by the contractor or another paper mill. The contractor, if not the manufacturer, shall obtain this information from the paper manufacturer. The contractor shall maintain, and make available to the Government, these documents for one year after the expiration of the contract. Nothing in this clause shall excuse the contractor from furnishing the specified paper.

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.

PAYMENT: Contractors are required to submit all vouchers through the FAX Gateway. Each invoice submitted to GPO for payment must be for only one job and it must contain a copy of the print order and proof of delivery. If a delivery receipt contains proof of delivery for more than one job, the receipt must be duplicated and a copy submitted with each invoice. To get instructions, go to: http://www.gpo.gov/vendors/payment.htm

Note: The contractor shall itemize each billing voucher in accordance with the contract 'Schedule of Prices'.

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from **Date of Award to November 30, 2017** 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. 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 delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated delivery, the Government may procure this requirement from another source.
The Government may issue orders which provide for 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.

ECONOMIC PRICE ADJUSTMENT: The prices set forth in this contract shall be adjusted in accordance with the provisions of this clause, provided that in no event will any pricing adjustment be made that would exceed the maximum permissible under any law in effect at the time of the adjustment. There will be no adjustment for orders placed during the first period below. Pricing will thereafter be eligible for adjustment during the second and any succeeding period(s). For each performance period after the first, a percentage figure will be calculated as described below and that figure will be the economic price adjustment for that entire next period. Pricing adjustments under this clause are not applicable to reimbursable postage or transportation costs, or to paper, if paper prices are subject to adjustment by separate clause herein.

For the purpose of this clause, the contract shall be divided into successive periods. The first period shall extend from **Date of Award to November 30, 2017**. The second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

Price adjustments in accordance with this clause will be based on the changes in the seasonally adjusted "Consumer Price Index For All Urban Consumers - Commodities Less Food" published monthly in the CPI Detailed Report by the U.S. Department of Labor, Bureau of Labor Statistics.

The Economic price adjustment will be the percentage difference between the Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending three months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending August 31, 2016 called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

The Government will notify the contractor by contract modification specifying the percentage increase or decrease to be applied to invoices for orders placed during the period indicated. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs and separately adjusted paper prices. Payment discounts shall be applied after the invoice price is adjusted.

NOTIFICATION: The contractor will be notified a minimum of 30 days before the end of the current contract annual period of availability or non-availability of funds for subsequent periods. Cancellation is effected if (i) the Contracting Officer notifies the contractor that funds are not available for the next year, or (ii) the Contracting Officer fails to notify the contractor that funds are available for the next year.

SECTION 2.-SPECIFICATIONS

SCOPE: These specifications cover the production of business cards requiring such operations as on-line ordering; composition; 2-sided composition, printing in full color or four color process, plus satin aqueous laminate; packing; and distribution.

TITLE: California Army National Guard (CAANG) Business cards.

FREQUENCY OF ORDERS: Approximately 150 orders per year.

QUANTITY: 1,000 cards per individual name and approximately 5 to 15 names per order with an average of 10 names per order. TRIM SIZE: 3-1/2 x 2”.

GOVERNMENT TO FURNISH: At the start of the contract the Department will provide the contractor with digital art files (Adobe Illustrator) for incorporation into the on-line ordering system (see contractor to furnish). Individual print orders will be furnished for each business card order.

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

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

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

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

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

ON-LINE ORDERING: The contractor must provide a web-based on-line ordering system site that permits authorized California Army National Guard (CAANG) personnel to order business cards. The system must provide a method of order tracking by requestor. The web-based system must be secure (password protected) so that only authorized personnel can order business cards and must provide a separate page/site so that only authorized personnel (Program Manager) can approve submitted business cards. The program manager will provide a list of authorized users and passwords.

The system must have a user-friendly web page so users can input recruiter's information. The web page must have headers to input information and instructions for each block as follows: Rank and Name, Title, Office Number, Cell Phone, E-Mail, Street Address, City, State, and Zip Code. The web page must have the capability to display the business card after information is entered. The user must be able to change or correct information displayed in the on-line proof prior to submitting to the program manager for approval.

Once the user submits an order for approval, the system must generate an e-mail to the user indicating the order has been sent to the program manager for approval. It must concurrently generate an e-mail to the program manager indicating that an order is awaiting approval. The program manager must be able to approve/disapprove an individual request or approve/disapprove a total batch/print order. After the program manager approves a specific batch of orders, the web-based system must provide a total count of orders approved in that batch/print order and generate a spreadsheet that contains requestor names, recipient's names, confirmation date and number. The program manager will forward this list to the user to show when and what was ordered. The web-based system must provide an option for users to submit a previous order from a "history or look-up file" using a name or confirmation number from a previous order. If a change is necessary, the user must be able to make the change to the previous order and then submit as a new order.

The contractor may not proceed with production until each order has been approved or disapproved online by the program manager. Once the cards have been printed and shipped, the web-based system must generate an e- mail containing a shipping list of all cards printed on a specific print order (to include name of recipient, date shipped, estimated delivery date and a tracking number) to all the authorized users.

NOTE: The responsible low bidder will have 30 calendar days from the date of award to provide a web-based on-line ordering system that meets the department's requirements.

STOCK: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specifications Standards No. 12" dated March 2011, and any subsequent amendments thereto.

Coated One Side Cover (CIS), White, Basis Size 20 X 26", 15 pt., JCP Code* L70. All paper used for each copy must be of a uniform shade.

PRINTING: Business cards print face and back, head to head, in full color/four color process. After printing, flood coat face only with a clear, non-yellowing, satin-finish aqueous coating. The coating must be evenly applied with no trapped foreign particles or air bubbles.

At contractor's option, the product may be produced via conventional offset or digital printing provided that Quality Level 3 standards are maintained. Final output must be wet ink, pigment-based with a minimum of 175 line screen. Dry ink/toner and inkjet printing are not acceptable. Output must be at a minimum resolution of 2400 x 2400 dpi plus a RIP that provides an option for high quality color matching such as Device Links Technology and/or ICC Profiles. Resolution that is enhanced or simulated by software will not be acceptable.

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

MARGINS: Full bleeds on all edges of face and back.

PACKING: Cards will be boxed in units 1,000. Place one card on the top of the box and then shrink film wrap the box before placing it in a suitable outer shipping container. All shipments that fill less than a shipping container must be packaged with materials of sufficient strength and durability and in such a manner that will guarantee that the product will not be damaged and the package will not open or split when processed through a small package carrier delivery system.

INSPECTION SAMPLES: The contractor must furnish one sample card for each individual name to: SFC Javier Machado, Recruiting and Retention BN, S-8, Marketing NCOIC, 850 All America City Blvd., Roseville, CA 95678.

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: Ship f.o.b. destination to approximately 5 to 15 different addresses within California with an average of 10 destinations per print order of 1,000 cards per destination. The cards will ship to the addresses printed on each business card.

The contractor must use the most expedient traceable method of delivery on each print order and provide proof of delivery by means of a signed receipt when requested by the department. Occasional orders may require the contractor to re-ship all or part of the order to an additional address or addresses due to incorrect addresses provided by the department, refusal of shipments at the original address, and for various other reasons. Upon submission of adequate documentation, the contractor will be reimbursed for additional shipping costs via a GPO-issued contract modification for each affected print order. Otherwise, all shipping expenses are borne by the contractor.

A copy of the shipping document(s) must accompany the contractor's voucher for payment.

SCHEDULE: Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511). A signed print order will be facsimiled/e-mailed to the contractor.

The following schedule begins the workday after receipt of the print order. Workdays are Monday through Friday, exclusive of Federal holidays.

The contractor must make complete production and delivery of all orders within 5 workdays. Rush order of 1-3 names per order will be the exception and will require delivery within 3-workdays from the order being requested.

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

ERROR CARD PROCESSING: The program manager will notify the contractor as soon as possible, but no later than 90 days after receipt of an order by the original requester, to reprint error cards that are determined to be rejectable due to typesetting or other discrepancies that are the result of contractor error. The contractor must have the capability to receive telefaxed or e-mail notifications of rejected orders. These cards will be reprinted and shipped at no additional cost to the Government no later than 72 hours from initial notification by the department.

To expedite notification for error card processing, the program manager will forward by use of telefax or e- mail, a GPO Form 907 (Non-Compliance/Change Report) directly to the contractor with an information copy to the San Francisco GPO Regional Printing Procurement Office. When warranted, the department will forward a GPO Form 907 directly to the GPO.

LOST OR UNDELIVERED CARD PROCESSING: Upon notification from the program manager, the contractor will initiate a tracer action for each order reported to be lost or undelivered. The contractor will provide a status

report to the program manager via telefax or e-mail within 24 hours from initial notification. To expedite this process, the

department will forward by use of telefax or e-mail, a GPO Form 907 directly to the contractor with an information copy to the San Francisco GPO Regional Printing Procurement Office. The contractor must have capability to receive telefaxed or e-mail notifications of lost or undelivered orders.

The contractor will obtain a status report from the traceable delivery source used. If the contractor is unable to determine the status of these cards with the traceable service used within 24 hours after notification, then these cards will be reprinted and shipped at no additional expense to the Government no later than 72 hours from initial notification.

If contractor is able to locate lost or undelivered orders within 24 hours after initial notification, then contractor must make arrangements (with the traceable service used) to ship the order to its destination within 72 hours. It is the contractor's responsibility to recoup any expenses involved with reprinting an order and delivery of the order from the traceable service used.

Note: Accurate and timely tracing of orders is considered an integral part of these contract specifications and the contractor may be held in default for failure to provide this information as 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) 150

II. (a) 40

SECTION 4. - SCHEDULE OF PRICES

GPO Fax Numbers: (707) 748-1980, 1981

Quotes due: 11:00 AM / Date: November 15, 2016

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 1,000 will be prorated at the 1,000 rate.

I. Complete Product: Prices offered shall include the cost of all required materials (including paper) and operations necessary for the complete production and delivery of the product listed in accordance with these specifications.

(a) Full or four color process.....per 1,000 cards.....$_____

II. Additional Operations:

(a) On-Line Ordering System Creation/Updating……..per hour……..$_____

Charges under "On-Line Ordering System Creation/Updating" will include all operations necessary to meet departmental requirements during initial creation and subsequent updates/changes generated at departmental request. All charges 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 (a).

_____
(Initials)

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

Bidder

_____

(City - State)

By_____

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

_____

(Person to be contacted) (Telephone Number)

_____

(Initials)

GPO Form 910
(R 8-01) P.57021-4
Part 1
ORIGINAL

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 _____ (initials) Date _____ Certifier _____ (initials) Date _____

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 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 offered.

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

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

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

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

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

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

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

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

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

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

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

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

(B) Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property, and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a) (1) (i) (B) of this provision.

(ii) The offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors, owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division or business segment, and similar positions).

This certification Concerns a Matter Within the Jurisdiction of and Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under the solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from the solicitation for default.

C-6. Certification of Nonsegregated Facilities (Jan. 1999). Submission of a bid without statement of exception shall constitute certification.

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By submission of an offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

*** SAMPLE BID ENVELOPE ***

To ensure proper processing of all bids, the following information is required on all mailed bid envelopes. Bidders using commercial carrier services shall include the Program/Jacket number and the bid opening time/date on the outermost envelope or wrapper.

Program/Jacket: _____
From: _____
Address: _____
_____

Check appropriate:
_____ Bid enclosed
_____ No Bid

U.S. Government Publishing Office
536 Stone Road, Suite I
Benicia, CA 94510-1170

Bids will be received
until NOVEMBER 15, 2016
at 11:00 AM prevailing
San Francisco time.