

CS 2-22-13

PROGRAM 1424S		Date of Award thru February 28, 2014 (Options thru February 28, 2018)														
ITEM NUMBER	ITEM DESCRIPTION	BASIS OF AWARD	District Creative Printing Upper Marlboro MD			Gray Graphics Capitol Heights MD			Progressive Communications Lake Mary FL			Universal Printing Co. St. Louis MO			GPO ESTIMATE	
			UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST		
I. PRINTING & BINDING:																
(a)	Complete cover															
(1)	Make ready and/or Setup	12	660.00	7,920.00	500.00	6,000.00	582.65	6,991.80	2,769.19	33,230.28	5,407.88	64,894.56				
(2)	Running per 1,000 copies	45	208.00	9,360.00	85.00	3,825.00	301.76	13,579.20	146.67	6,600.15	51.03	2,296.35				
(b)	Text (black ink) - per page															
(1)	Make ready and/or Setup	1,332	20.00	26,640.00	15.00	19,980.00	16.19	21,565.08	20.82	27,732.24	14.63	19,487.16				
(2)	Running per 1,000 copies	4,995	5.25	26,223.75	6.00	29,970.00	12.42	62,037.90	4.74	23,676.30	5.51	27,522.45				
(c)	Text (four-color process) - per page															
(1)	Make ready and/or Setup	768	125.00	96,000.00	65.00	49,920.00	36.81	28,270.08	61.88	47,523.84	270.94	208,081.92				
(2)	Running per 1,000 copies	2,880	6.00	17,280.00	6.75	19,440.00	18.29	52,675.20	4.87	14,025.60	5.84	16,819.20				
II. ADDITIONAL OPERATIONS:																
(a)	PDF CONTENT proofs per trim/page-size unit	72	25.00	1,800.00	0.50	36.00	4.50	324.00	11.62	836.64	12.73	916.56				
(b)	Digital color CONTRACT proofs per trim/page-size unit	2	5.00	10.00	2.00	4.00	22.00	44.00	25.25	50.50	25.25	50.50				
III. PACKING AND SEALING FOR DISTRIBUTION:																
(a)	Affixing labels & translucent wafer seal to singles (including cost of mailing tab) - each	15,780	1.23	19,409.40	0.06	946.80	0.508	8,016.24	0.08	1,262.40	0.08	1,262.40				
(b)	Affixing labels to envelopes (including cost of inserting copy(s) indicated and printing envelopes) - each	10,200	1.46	14,892.00	0.10	1,020.00	0.825	8,415.00	0.08	816.00	0.08	816.00				
(c)	Affixing labels to jiffy bags/suitable carton (including cost of inserting copy(s) indicated) - each	204	2.90	591.60	1.00	204.00	6.38	1,301.52	1.71	348.84	1.71	348.84				
(d)	Affixing labels to string tied copies (including cost of string tying copies indicated) - each	48	29.00	1,392.00	2.00	96.00	0.59	28.32	0.00	0.00	0.00	0.00				
TOTAL				\$221,518.75		\$131,441.80		\$203,248.34		\$156,102.79		\$342,495.94				
DISCOUNT			2.00%	\$4,430.38	2.00%	\$2,628.84	0.00%	\$0.00	1.00%	\$1,561.03	0.00%	\$0.00				
NET TOTAL				\$217,088.37		\$128,812.96		\$203,248.34		\$154,541.76		\$342,495.94				

**QUOTATION REQUEST**

U.S. GOVERNMENT PRINTING OFFICE  
Atlanta, GA

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

**Emerging Infectious Disease Journal**

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

Department of Health and Human Services  
Centers of Disease Control

**Single Award**

**CONTRACT TERM:** The term of this contract is for the period beginning Date of Award and ending February 28, 2014, plus up to four optional 12-month extension periods that may be added in accordance with the "Option to Extend the Contract Term" clause in this contract.

NOTE: DIRECT ALL QUESTIONS OF A TECHNICAL NATURE CONCERNING THESE SPECIFICATIONS TO CAREY JOSEPH, (404) 605-9160, EXT. 32703, OR E-MAIL [cjoseph@gpo.gov](mailto:cjoseph@gpo.gov). REFER ALL OTHER QUESTIONS TO THE CONTRACT ADMINISTRATOR – RANDY HALLFORD, (404) 605-9160, EXT. 32709, OR E-MAIL [rhallford@gpo.gov](mailto:rhallford@gpo.gov). NO COLLECT CALLS.

ABSTRACT OF PREVIOUS PRICES IS AVAILABLE  
on the internet (<http://www.gpo.gov/gpo/abstracts/abstract.action?region=Atlanta>)  
or you may **FAX request** to (800)270-4758.

**BID OPENING:** Bids shall be publicly opened at 2:00 p.m., prevailing Atlanta, GA time on February 22, 2013.

**BID SUBMISSION:** Facsimile bids are acceptable (see GPO Contract Terms, Pub. 310.2, Rev. June 2001). To submit a bid, the contractor must return a signed and completed GPO Bid Form 910 and a completed "Schedule of Prices", which are included at the end of this specification.

Send bids to U.S. Government Printing Office, 3715 Northside Parkway NW, Suite 4-305, Atlanta, GA 30327 or fax bids to **(800) 270-4758**.

All GPO publications referenced in these specifications (including GPO Form 910) are available on the GPO website (<http://www.contractorconnect.gpo.gov>).

## SECTION 1.- GENERAL TERMS AND CONDITIONS

**GPO CONTRACT TERMS:** Any contract which results from this Quotation Request will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Pub. 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance Through Attributes Program (GPO Pub. 310.1, effective May 1979 (revised August 2002)).

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

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

Product Quality Levels:

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

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

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

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

<u>Attribute</u>	<u>Specified Standard</u>	<u>Alternate Standard*</u>
P-7. Type Quality and Uniformity	Approved Proof / Approved Press Sheet	File Setup
P-8. Halftone Match (Single and Double Impression)	Approved Proof / Approved Press Sheet	File Setup
P-9. Solid and Screen Tint Color Match	Pantone Matching System	
P-10. Process Color Match	Approved Proof / Approved Press Sheet	File Setup

\*In the event that the Specified Standard is waived, the Alternate Standard will serve as its replacement.

**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 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed five 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 pricing under this contract shall be adjusted in accordance with 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 specified below. Pricing will thereafter be eligible for adjustment during the second and

any succeeding performance 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 elsewhere in this contract.

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from the beginning of the contract to February 28, 2014, and 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.

Pricing adjustments in accordance with this clause will be based on changes in the seasonally adjusted index "Commodities Less Food" under the Special Indexes category on "Table 2 –Consumer Price Index For All Urban Consumers (CPI-U): U.S. City Average, by expenditure category and commodity and service group" 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 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 (3) 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 3 months prior to the beginning of the contract, 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.

**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.

**PAYMENT:** Submit all billing to: Comptroller FMCE, Office of Financial Management Services, U.S. Government Printing Office, Washington, DC 20401. Using the GPO barcode cover sheet and faxing your invoice to GPO is the fastest and safest method of getting paid. Visit the following website for complete instructions on preparing your voucher and barcode cover page: <http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html>.

***NOTE: CONTRACTOR BILLING MUST BE ITEMIZED PER THE SCHEDULE OF PRICES – SEE PAGES 14 THRU 17.***

Additionally, the contractor is required to submit a copy of the billing, along with one printed sample, to GPO, Atlanta RPPO, 3715 Northside Parkway NW, Suite 4-305, Atlanta, GA 30327. ATTN: Program 1424-S.  
(Failure to do so may result in nonpayment.)

**ORDERING:** Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from March 1, 2013 thru February 28, 2014, plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and

conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

**REQUIREMENTS:** This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "Ordering" clause of this contract.

**REGULATIONS GOVERNING PROCUREMENT:** The U.S. Government Printing Office (GPO) is an office in the legislative branch of the United States Government. Accordingly, the Federal Acquisition Regulation is inapplicable to this, and all GPO procurements. However, the text of certain provisions of the Federal Acquisition Regulation as contained in the Code of Federal Regulations (CFR), are referenced in this solicitation. The offeror should note that only those provisions of the Federal Acquisition Regulation which are specifically incorporated by reference into this solicitation, are applicable.

**POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION:**

(a) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) During performance, in whole or in part, of this contract on a Federal facility, the Contractor shall provide to the Contracting Officer all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA, the emergency notice requirements of Section 304 of EPCRA, the list of Material Data Safety Sheets required by Section 311 of EPCRA, the emergency and hazardous chemical inventory forms of Section 312 of EPCRA, and the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

## SECTION 2.- SPECIFICATIONS

**SCOPE:** These specifications cover the production of a magazine requiring such operations as electronic prepress, proofs, printing (four-color process plus one spot color), binding, packing, addressing, mailing, and distribution.

**TITLE:** Emerging Infectious Disease Journal

**FREQUENCY OF ORDERS:** Approximately 12 issues (monthly).

Although this is an option year contract, all the estimates, averages, etc. are based upon one year's production.

**QUANTITY/NUMBER OF PAGES:** Each order will require the following:

- 1) Approximately 2,500 – 5,000 copies of the entire magazine. Page count will range from approximately 150 to 200 pages, plus separate cover.
- 2) Approximately 850 – 1,600 kraft envelopes (for distribution of the international copies). Contractor may choose to use an approved polywrap as an option.

**TRIM SIZE:** Magazines: 7-7/8 x 10-1/2"  
Envelopes: 9 x 12"

### GOVERNMENT TO FURNISH:

- Print orders.
- Electronic print files will be furnished (see "ELECTRONIC MEDIA").
- A B/W and color visual of the furnished electronic files will be provided. Visual will be created on a PostScript language printer. Color separated visuals of cover 1, 4 and spine are also provided.
- Electronic file for the mailing list will be furnished in comma delimited ascii format.
- GPO Form 952, Desktop Publishing - Disk Information, as applicable.
- GPO proof letter.
- Form 905 (R. 3/90) with labeling and marking specifications.
- Performance Records: A *Facsimile Transmission Sheet* will be furnished to the contractor. Information such as the GPO program, jacket, and print-order numbers, quantity, and date of shipment must be filled in by the contractor and faxed/e-mailed to the GPO on the day shipment is due.
- A supply of blue labels and selection certificates for shipping Departmental Random Copies.
- A supply of Business Reply Mail labels and selection certificates for shipping Quality Assurance Random Copies.

### ELECTRONIC MEDIA:

- PLATFORM: Files will be created on IBM-compatible computers using Windows 7.

- STORAGE MEDIA: Electronic files to be submitted via contractor-maintained secure FTP site. The contractor is to establish a site that the Government can FTP files using WS\_FTP (Version WS\_FTP Pro). Contractor must provide a Uniform Resource Locator (URL) to upload files to – i.e., <ftp.contractor.com>. Contractor must set the Government's user ID and password, and provide the name of the remote site folder to upload to, if applicable.
- Software: ADDITIONAL SYSTEM TIME IS REQUIRED. Files will be furnished in press-ready PDF format. (Native files created using Adobe InDesign CS5 or higher version).  
NOTE: All software upgrades (for specified applications), including the system OS, which may occur during the term of the contract, must be supported by the contractor.  
Usually, one EPS file will be provided for the cover artwork to be placed into the cover file (template provided for cover 1, 4 and spine; on occasion, the contractor will be given a transparency, which must be drum-scanned, 300 DPI at a 1:1 ratio, for placement into the cover file. This image is also required to be returned to the CDC as a high-resolution TIFF file.  
NOTE: The contractor must use the electronic media to produce the product; re-keying text is not acceptable.
- FONTS: All fonts will be embedded and/or embedded subsets in PDF files. **NOTE: In the event all fonts have not been embedded/embedded subset (a font and/or fonts are missing), contractor is to immediately notify Atlanta RPPO, Carey Joseph (404) 605-9160, EXT. 32703.**
- COLORS: Identified as CMYK, spot color Black, and Pantone 877 Metallic Silver.
- OUTPUT: 150 minimum line screen for all halftones and spot color screens, 1200+ dpi for remainder.

#### ADDITIONAL INFORMATION:

- Contractor is not to request that electronic files provided be converted to a different format. If contractor wishes to convert files to a different file format, the final output must be of the same or higher quality.
- The contractor is cautioned that furnished fonts are the property of the Government and/or its originator. All furnished fonts are to be eliminated from the contractor's archive immediately after completion of the contract.
- Identification markings such as register marks, commercial identification marks of any kind, etc., except GPO imprint, form number and revision date, carried in the electronic files, must not print on the finished product.
- 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 YOUR CONTRACT ADMINISTRATOR.
- THE CONTRACTOR SHALL CREATE/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.
- When PostScript Files are not furnished - prior to making revisions, the contractor shall copy the furnished files.
- UPON COMPLETION OF EACH ORDER, THE CONTRACTOR MUST FURNISH FINAL PRODUCTION NATIVE APPLICATION FILES (DIGITAL DELIVERABLE) AND ONE "PRESS QUALITY" PDF FILE WITH THE FURNISHED MEDIA. STORAGE MEDIA MUST BE MAC/PC COMPATIBLE. THE DIGITAL DELIVERABLES MUST BE AN EXACT REPRESENTATION OF THE FINAL PRODUCT AND SHALL BE RETURNED ON THE SAME TYPE OF STORAGE MEDIA AS WAS ORIGINALLY FURNISHED. The Government will not accept, as digital deliverables, PostScript files, Adobe Acrobat Portable Document Format (PDF) files, or any proprietary file formats other than those supplied, unless specified by the Government.

**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.

Contractor must have capability to download files from contractor-maintained FTP site, and must e-mail the agency when the files have been received.

Reproducibles may be destroyed 30 days after delivery of the finished product.

**PROOFS: Text/Envelopes:** One Press Quality PDF proof (for content only) to be emailed to Barbara Segal at wym9@cdc.gov and Reginald Tucker at rpt4@cdc.gov. PDF proof must be ripped using the same Raster Image Processor (RIP) that will be used to produce the product. Proof must contain all crop marks. This proof will not be used /approved for color match or resolution. NOTE: Contractor must call Barbara Segal at (404) 639-1627 to confirm receipt.

**Covers:** One set of digital one-piece composite color CONTRACT proof on the actual production stock (i.e. Kodak Approval, Screen TrueRite, Polaroid PolaProof, CreoSpectrum, or Fuji Final Proof) with a minimum resolution of 2400 x 2400 dpi are required created using the same Raster Image Processor (RIP) that will be used to produce the product. Proofs must have all elements in proper position (indicate margins). Proofs will be used for color match on the press (except for Pantone\* colors) and must show dot structure. Sublimation, inkjet, photographic, and overlay proofs are not acceptable.

\*PANTONE COLORS MAY BE SUBSTITUTED WITH A SIMILAR COLOR BUT MAY NOT BE BUILT!

Proofs must contain color control bars for each color of ink on the sheet. Control bars must be placed parallel to the press' ink rollers. The control bars (such as Brunner, GATF, GRETAG, or RIT) must show areas consisting of minimum 3/16" x 3/16" solid color patches; tint patches of 25, 50 and 75%; dot gain scale; and gray balance patches for process color (if applicable). These areas must be repeated consecutively across the sheet. The make and model number of the proofing system utilized shall be furnished with the proofs.

**It is understood that the proof supplied under this contract will match the final output.**

Submit proofs, together with all electronic media/camera copy, to: CDC, 1600 Clifton Rd., NE, Atlanta, GA 30329 Attn: Barbara Segal MSD-01 (404) 639-1627.

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

Proofs must be clean on white paper, free of ink smudges, with all images clearly legible. All proofs must be collated in sets, numbered sequentially, and have a one-inch clear margin on all sides.

Proofs must be identified with the jacket number, program number, print order number, and proof date, at least 1/2" from the type area. The contractor's firm name must not appear on any proofs.

Based upon past requirements, the majority of the orders will require the contractor to produce new proofs on approximately 2 to 13 of the pages due to AAs. Most of these will be CONTENT proofs; however, occasionally there will be a revised color CONTRACT proof required. Contractor will be allowed additional charges for this under Item II in the Schedule of Prices.

If any contractor's errors are serious enough in the opinion of the GPO to require revised proofs, the revised proofs are to 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.

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

**NOTE: Contractor furnished proof approval letters will not be recognized for proof approval/disapproval. Only GPO generated proof letters will be recognized for proof approval/disapproval.**

**PRESS-SHEET INSPECTION:** May be required for covers and text (color pages) on the first print order and will be indicated on the print order. Notify the Atlanta RPPO, Carey Joseph (404) 605-9160 ext. 32703, at least 72 hours prior. See contract clauses, paragraph 14(e)(1), Inspections and Tests of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)). When supplies are not ready at the time specified by the contractor for inspection, the Contracting Officer may charge to the contractor the additional cost of the inspection.

Final make-ready press sheets will be inspected and approved at the contractor's plant for the purpose of establishing specified standards for use during the actual press run. Upon approval of the sheets, contractor is charged with maintaining those standards throughout the press run (within QATAP tolerances when applicable) and with discarding all make-ready sheets that preceded approval. See GPO Publication 315.3 (Guidelines for Contractors Holding Press Sheet Inspections) issued July 1994. Note: A press sheet inspection is for the purpose of setting specific standards that are to be maintained throughout the entire run. It does not constitute a prior approval of the entire run.

Press sheets must contain control bars for each color of ink on the sheet. Control bars must be placed parallel to the press's ink rollers. The control bars must show areas consisting of 3/16 x 3/16" minimum solid color patches; tint patches of 25, 50, and 75%; dot gain scale (such as Brunner, GATF, GRETAG, or RIT); and gray balance patches for process color (if applicable). These areas must be repeated across the entire press sheet.

**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" in effect at the time of award.

NOTICE: Copies of the "Government Paper Specifications Standards" are for sale, on a subscription basis, by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402; or available as a PDF on the GPO web site: [http://www.gpo.gov/pdfs/customers/sfas/vol12/vol\\_12.pdf](http://www.gpo.gov/pdfs/customers/sfas/vol12/vol_12.pdf).

All text paper used in each copy must be of a uniform shade. All cover paper must have the grain parallel to the spine and must not crack on fold.

Text: JCP Code A175, (Publication Grade) Gloss Coated Book, Basis Size 25 X 38", Basis Weight 50 lbs.  
SPECIFICATIONS ARE ALTERED TO REFLECT ACID FREE PAPER.

Cover: JCP Code A181, No. 1 Coated Text, Gloss-Finish, Basis Size 25 X 38", Basis Weight 80 lbs.  
SPECIFICATIONS ARE ALTERED TO REFLECT ACID FREE PAPER.

Envelope: JCP Code V10, Light-Colored Brown (Kraft Shade) Envelopes, Basis Size 17 X 22, Basis Weight 20 - 28 lbs.

**PRINTING:** Magazines print head to head.

Covers 1, 4 and spine print a full bleed of Silver PMS 877 with knockouts to type, rule, illustrations and halftone matter printing in four-color process. After printing flood coat entire face of covers 1, 4 and spine with a clear, non-yellowing, Gloss UV coating. Covers 2 and 3 print type and line matter in black.

Text pages print type, rule, line art, screen and halftone matter in Black ink and CMYK. Approximately 64 pages of the magazine will print in 4-color process each month.

Envelopes print in Black ink on the side opposite seams.

**NOTE:** Covers 1, 4 and spine must be printed on a press capable of printing five colors in a single pass through the press (minimum five printing units). All process color text pages must be printed on a press capable of printing four colors in a single pass through the press (minimum four printing units).

**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:** Covers 1, 4, and spine - full bleed; covers 2, 3, and text pages - adequate gripper, follow copy.

**BINDING:** Magazine: Perfect Bind on the 10-1/2" left side. Trim 3 sides. Score covers to prevent cracking – grain must run parallel to the spine.

Envelopes: Suitable seams, open side, water-soluble gummed flap.

**PACKING:** Pack suitable, uniform quantities per shipping containers.

At the contractor's option, single and multiple copies may be inserted in polywrap that meets USPS specifications. This is in lieu of wafer seals or kraft envelopes.

The following is typical of the requirements: (NOTE: Inkjet addressing is acceptable.)

**Domestic Singles** (approximately 1,300 copies) - Adhere one address label with CDC return address and media mail imprint, to Cover 4 of each magazine. Seal the open 10-1/2" edge with a translucent wafer seal suitable for mailing.

**Internal Singles** (approximately 15 copies) - Adhere one address label with CDC return address to Cover 4 of each magazine. Seal the open 10-1/2" edge with a translucent wafer seal suitable for mailing.

**International Singles\*** (approximately 850 – including **Canadian Singles\***, approximately 55) - Insert one magazine into a contractor furnished 9 x 12" kraft envelope and seal. Contractor to overprint envelopes with CDC return address. Adhere one address label to each envelope.

**Domestic Multiples\*\*** (approximately 24 copies) - Count out the number of copies indicated in the record, on the right side of the addresses (approximately 14 labels) and stuff in a jiffy bag and/or carton and seal. Adhere one address label to each jiffy bag and/or carton and seal.

**International Multiples\*/\*\*** (approximately 7 copies – including **Canadian Multiples\***, approximately 2 to a single address) - Count out the number of copies in each record, the upper right side of address (approximately 3 labels) and stuff in a jiffy bag and/or carton and seal. Adhere one address label to each jiffy bag and or carton and seal.

\*\*For all Domestic and International multiples: For quantities up to 10 copies, insert into a contractor furnished suitable size jiffy bag and seal. For quantities over 10 copies (1 label), insert copies into contractor furnished carton and seal.

**Internal Multiples.** (approximately 10 copies) – Affix 1 address label to cover 4 of Journal and count out number of copies in the file, the upper right hand corner of address (approximately 4 labels) and band or string tie. Label must be face out of string tied package

**Balance of magazine after above distribution** - Pack separately and identify. Contractor to put ID # (as indicated on the print order) on all cartons. Pack suitable, uniform quantities per shipping containers.

The recipient ID number, which is in the last field of each address, must appear on the top line of each address. Contractor must apply sufficient address information to assure proper mail delivery.

Contractor shall mail domestic singles, international singles and international multiples copies of the journal.

Return internal single copies, internal multiple copies and domestic multiple copies to CDC for mailing. Box all categories separately and identify.

Shipping containers shall have a minimum bursting strength of 275 pounds per square inch or a minimum edge crush test (ECT) of 44 pounds per inch width.

**LABELING AND MARKING:**

Mail: Affix address labels, or at contractor's option ink-jet addresses to Cover 4, of each copy mailed as self-mailers and to each unit of mail packaged in kraft envelopes, cushioned shipping bags, shipping bundles and containers.

Addressing information will be furnished in comma delimited ascii format. Prior to addressing, contractor must run the mail list through a Move Update software (software must have been updated within the last 30 days) to identify and update address files. Contractor must also CASS certify list to identify any addresses with potential delivery problems – these addresses must not be used and those copies should be sent to stock. NOTE: All addresses identified by both Move Update and CASS certifications must be furnished to CDC either in hard copy or electronically.

Bulk: Reproduce shipping container label from furnished copy, fill in appropriate blanks and attach to shipping containers. **The stock number, issue and release date must appear on all labels.** Additionally, all copies delivering to the CDC Transshipping Facility MUST be marked per instructions with the individual print order (i.e. "Internal Singles", "Domestic Multiples", bulk copies for specific CDC recipients, etc) and ship to:

Danya Publication Distribution Center  
700 North Third Avenue  
Altoona, PA 16601

ATTN: Michael Bingham  
Logistics Manager, NPC Inc.  
Phone: 814-239-8787

NOTE: ALL shipments delivering to ALTOONA, PA 16601 require the following:

- (1) All shipping container labels must be clearly legible and contain title, contents, quantity\* (\*exact count required, cartons will be weighed and counted upon arrival) and specified stock number, as indicated on the delivery instructions.
- (2) All shipping documents (i.e. bill of lading, packing slip, etc.) must include specified stock number, number of cartons, and the total number of finished pieces.
- (3) If ANY of the requirements above are not fulfilled, the shipment may be refused upon delivery at the contractor's expense!
- (4) Contractor MUST contact Michael Bingham at (866) 377-8225 at least 48 hours in advance to schedule any freight deliveries between the hours of 8:00 AM and 3:00 PM, Monday through Friday.

**DEPARTMENTAL RANDOM COPIES (BLUE LABEL):** All orders must be divided into equal sublots in accordance with the chart below. A random copy must be selected from each subplot. Do not choose copies from the same general area in each subplot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. The random copies constitute a part of the total quantity ordered, and no additional charge will be allowed.

<u>Quantity Ordered</u>	<u>Number of Sublots</u>
500 - 3,200	50
3,201 - 10,000	80
10,001 - 35,000	125
35,001 and over	200

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

A copy of the PRINT ORDER/SPECIFICATION and a signed Government-furnished certificate of selection, must be included.

A copy of the Government-furnished certificate must accompany the voucher sent to GPO, Financial Management Service, for payment. Failure to furnish the certificate may result in delay in processing the voucher.

**QUALITY ASSURANCE RANDOM COPIES:** In addition to the Departmental Random Copies (Blue Label), the contractor will be required to complete a "Certificate of Selection" furnished by GPO certifying that the copies were selected as directed. Business Reply Mail labels will be furnished for mailing the QARC copies. The copies are to be mailed at the same time as the first scheduled shipment. A copy of the Purchase Order must be furnished along with the QARC's and Certificate of Selection. A U.S. Postal Service approved Certificate of Mailing, identified by Jacket, must be furnished with billing as evidence of mailing.

<u>Quantity Ordered</u>	<u>Number of Sublots</u>
500 - 3,200	13
3,201 - 10,000	20
10,001 - 35,000	32
35,001 and over	50

Business Reply Mail labels will be furnished for mailing the quality assurance random copies. The copies are to be mailed at the same time as the first scheduled shipment. A copy of the print order must be included.

A U.S. Postal Service approved Certificate of Mailing, identified by Program, Jacket and Print Order numbers, must be furnished with billing as evidence of mailing.

**DISTRIBUTION:** F.O.B. Contractor's City for all domestic singles, international singles and international multiple mail shipments. Complete addresses and quantities will be furnished with the print order. Mailing is to be made per CDC permit provided.

F.O.B. Destination for all internal singles, internal multiples, domestic multiples and bulk copies delivering to Danya Publication Distribution Center in Altoona, PA 16601.

Upon award, the CDC will establish a prepaid postage account at the contractor's entry post office for use on the contract only.

All copies mailed must conform to the appropriate regulations in the U.S. Postal Service manuals for "Domestic Mail" or "International Mail" as applicable.

Prompt payment discounts will not apply to that part of the invoice which applies to freight charges.

Return of Government Furnished Material: The contractor must return all camera copy and/or films furnished by the Government along with any negatives made by the contractor. These materials must be packaged and returned separate from the entire job via Registered Mail or any other traceable means. The contractor must be able to produce a separate signed receipt for these materials at any time during the contract.

All expenses incidental to the pickup and return of furnished materials and furnishing samples must be borne by the contractor.

NOTE: Contractor must notify the ordering agency on the same day that the product ships/delivers via e-mail as indicated on the Print Order. The subject line of this message shall be "Distribution Notice for Program 1424-S, Print Order XXXXX". The notice must provide all applicable tracking numbers, shipping method, and title. Contractor must be able to provide copies of all delivery, mailing, and shipping receipts upon agency request.

Upon completion of each order all Government furnished material must be returned to the address indicated on the print order.

All expenses incidental to the pickup and return of furnished materials, submitting proofs, and furnishing samples must be borne by the contractor.

Certificate of Conformance: Whenever a Government furnished mail indicia is used, the contractor must complete GPO Form 712 - Certificate of Conformance (Rev. 2-91), supplied by GPO, and the appropriate mailing statement or statements, supplied by USPS.

**RECEIPT FOR DELIVERY:** Contractor must furnish their own receipts for delivery. These receipts must include the GPO jacket, program, and print order numbers; total quantity delivered, number of cartons, and quantity per carton; date delivery made; and signature of the Government agent accepting delivery. The original copy of this receipt must accompany the contractor's billing 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).

No definite schedule can be predetermined.

The Government will notify the contractor via e-mail that the files are available on the ftp site, and will fax the individual print order (GPO Form 2511) to the contractor at the same time.

The following schedule begins upon notification of the availability of print order and furnished material.

The numbers under the column headed "WD After" represent the number of workdays allowed to complete that certain part of the schedule.

	<u>WD After</u>
Contractor submit proofs .....	2
Contractor pickup proofs .....	2
Contractor must make complete production and delivery .....	3

The ship/deliver date indicated on the print order is the date products ordered f.o.b. destination must be delivered to the destination specified, and the date products order f.o.b. contractor's city must delivered to the US Postal Service for mailing.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

### 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 one year's orders 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 the term of the contract.

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

I.	(1)	(2)	
	(a)	12	45
	(b)	1,332	4,995
	(c)	768	2,880
II.	(a)	72	
	(b)	2	
III.	(a)	15,780	
	(b)	10,200	
	(c)	204	
	(d)	48	

**SECTION 4.- SCHEDULE OF PRICES**

GPO Facsimile Number: (800) 270-4758

Quotes due by: 2:00 p.m. / Date: February 22, 2013

CONTRACTOR'S NAME AND SIGNATURE: Fill out and return\* of all the pages in "Section 4.- Schedule of Prices", initial each in the space provided.

Contractor \_\_\_\_\_

\_\_\_\_\_  
(Address) (City) (State) (Zip)

\_\_\_\_\_  
(Person to be contacted) (Telephone Number) (Date) (State Code/Contractor's Code)

\_\_\_\_\_  
(E-mail address)

\*\*\*\*\*

**\*You may FAX the Schedule of Prices pages to the above number, or you may mail them to: Atlanta Regional Printing Procurement Office, 3715 Northside Parkway NW, Suite 4-305, Atlanta, GA 30327.**

**(NOTE: TELEPHONE QUOTATIONS ARE NOT ACCEPTABLE.)**

\*\*\*\*\*

**PAYMENT TERMS:**

Discounts are offered for payment as follows: \_\_\_\_\_ percent, \_\_\_\_\_ calendar days. See Article 9 "Discounts" of Solicitation Provisions in GPO Contract Terms (Pub. 310.2).

\*\*\*\*\*

**THIS SECTION FOR GPO USE ONLY**

Certified by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Initials)

Contracting Officer: \_\_\_\_\_ Date: \_\_\_\_\_  
(Initials)

\*\*\*\*\*

Quotes offered are f.o.b. contractor's city for all mailed shipments and f.o.b. destination for all other shipments.

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

Prices must include the cost of all required materials and operations for each item listed in accordance with these specifications.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Quotes 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.

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

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

**The contractor is cautioned not to perform any operation(s) or produce any product(s) for which a price has not been offered under the contract. Further, the contractor is not to accept print orders which are outside the scope of the contract. Any changes made to the print order MUST be confirmed in writing by the Contracting Officer, Atlanta GPO. If such orders are placed by the agency, and no Modification is received from the Atlanta GPO, the contractor is to notify GPO Atlanta immediately. Failure to do so may result in nonpayment.**

I. **PRINTING AND BINDING:** Prices offered shall 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 except for Items II and III.

	<u>Make-ready and/or Setup</u> (1)	<u>Running Per 1,000 Copies</u> (2)
(a) Complete cover.....	\$ _____	\$ _____
(b) Text (black ink).....per page.....	.\$ _____	\$ _____
(c) Text (4-color process) ...per page.....	.\$ _____	\$ _____

\_\_\_\_\_  
(Initials)

**II. ADDITIONAL OPERATIONS:** Revisions and revised proofs due to AAs. Contractor will be allowed charges under (a) and (b) below **ONLY** when AAs are indicated on the initial proofs submitted, and this information **MUST** accompany billing in order for the contractor to receive payment. Additionally, the contractor will be allowed a charge of \$60.00 per hour for computer time required to generate the AAs in increments of 15 minutes per page.

(a) PDF CONTENT proofs.....per trim/page-size unit..... \$ \_\_\_\_\_

(b) Digital color CONTRACT proofs.....per trim/page-size unit..... \$ \_\_\_\_\_

**III. PACKING AND SEALING FOR DISTRIBUTION:** Prices offered must be all-inclusive, as applicable, and must include the cost of kraft envelopes, cushioned shipping bags, shipping containers, all necessary wrapping and packing materials, and labeling or marking, in accordance with these specifications.

(a) Affixing labels and translucent wafer seal to singles  
(including cost of mailing tab)... each..... \$ \_\_\_\_\_

(b) Affixing labels to envelopes (including  
cost of inserting copy(s) indicated and  
printing envelopes) ..... each..... \$ \_\_\_\_\_

NOTE: No additional charge will be allowed for polywrap in lieu of wafer seals in Item III (a) or kraft envelopes in Item III (b).

(c) Affixing labels to jiffy bags/suitable carton (including cost of  
inserting copy(s) indicated) ..... each..... \$ \_\_\_\_\_

(d) Affixing labels to string tied copies (including cost of  
string tying copies indicated)..... each..... \$ \_\_\_\_\_

\_\_\_\_\_  
(Initials)

**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 three copies of all pages in "Section 4.- Schedule of Prices", initial or sign each in the space provided and submit with 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 - State)

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

\_\_\_\_\_  
(Person to be contacted)

\_\_\_\_\_  
(Telephone Number)

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 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.