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U.S. GOVERNMENT PRINTING OFFICE

Dallas, Texas

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of the

Louisiana Parishes Fact Sheets

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

US Geological Survey, Louisiana Water Science Center

Single Award

CONTRACT TERM: The term of this contract is for the period beginning Date of Award and ending October 31, 2015, plus up to four (4) optional 12-month extension periods that may be added in accordance with the "Option to Extend the Contract Term" clause in the contract.

This procurement is being solicited as a small purchase request for quotation (RFQ). The sealed bidding terminology used throughout these specifications is synonymous with their negotiated procurement counterparts unless specifically stated otherwise. Negotiated pursuant to 41 U.S.C. 5(1).

BID OPENING: Bids shall be publicly opened at 2 p.m., prevailing Dallas, TX time, on October 31, 2014.

BIDDERS, PLEASE NOTE: This is a new term contract. There is no previous abstract available.

Questions concerning this contract should be directed to Rachel Trussell at (214) 767- 0451, ext. 4. (No collect calls.)

Bids may be submitted via fax machine. The GPO fax number is (214) 767-4101. (See Contract Terms, Pub 310.2 (Rev. 6-01), Solicitation Provisions, 6. Facsimile Bids).

To submit a bid, contractors must execute and submit the 'Schedule of Prices' (page 11) included within, and GPO Form 910, included within.

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.

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.

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:

<u>Attribute</u>	<u>Specified Standard</u>
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.

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 October 31, 2015 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.

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 October 31, 2015. 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 July 31, 2014, 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.

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

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 face and back forms, will require such operations as electronic prepress, proofs, printing in four-color-process, aqueous coating, folding, packing, and distribution.

TITLE: Louisiana Parishes Fact Sheets

FREQUENCY OF ORDERS: Six to eight orders per year, average eight orders per year.

QUANTITY: 216 copies per order.

NUMBER OF PAGES: Two pages, face and back forms.

TRIM SIZE: 11 x 17" up to 11 x 25-1/2"

GOVERNMENT TO FURNISH: Electronic media with all page elements (text and illustrations) in proper position. GPO Form 952. Print orders. Blue labels and selection certificates for the Departmental Random Copies.

Platform: IBM Compatible, Windows 7.

Storage Media: Uploaded to vendor FTP site.

Software: Adobe Creative Suite 6. Files will be furnished in native application format and high resolution .pdf.

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

Fonts: All printer and screen fonts will be furnished with each order.

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 order.

Color identification system used is process colors (CMYK). Furnished files provide for bleeds.

NOTE: The Department will send electronic files to the contractor using File Transfer Protocol (FTP) in lieu of sending physical media to the contractor. As a requirement of this contract, the contractor will need to provide the Department with the contractor's FTP site address, a user name and a password, if required.

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

When required by the Government, the contractor shall make minor revisions to the electronic files. It is anticipated that the Government will make all major revisions. Prior to making revisions, the contractor shall copy the furnished files and make all changes to the copy.

Upon completion of each order, the contractor must provide corrected native application files (digital deliverables) with the furnished material. The digital deliverables must represent the final production files and must be an exact representation of the final printed product. Digital deliverables must be returned on the same type of storage media that was originally furnished. Unless otherwise specified, the Government will not accept, as digital deliverables, PostScript, Adobe Acrobat PDF, or any other proprietary file format.

PROOFS:

IF PRINTED DIGITAL: The sample requirement for this contract is not less than one printed sample. Each sample must be constructed as specified using the form, materials, equipment, and methods of production, which will be used in producing the final product. All samples shall be manufactured at the facilities in which the contract production quantities are to be manufactured. Samples will be inspected and tested and must comply with the specifications in all respects. If machine processing of the final product is indicated in the specification, the samples will be tested and must function satisfactorily on the equipment indicated. Samples must be submitted prior to commencement of production of the contract quantity.

IF PRINTED OFFSET: The contractor will provide one set of inkjet proofs that are G7 profiled and use pigment-based inks. A proofing RIP that provides an option for high quality color matching such as Device Links Technology and/or ICC Profiles Technology, and meets or exceeds industry tolerance to ISO 12647-7 standard for Graphic Technology (as of 3/19/09 and future amendments) must be utilized. Output must be a minimum of 720 x 720 dpi on a GRACoL or SWOP certified proofing media. Proofs must contain the following color control strip to be evaluated for accuracy: IDEAlliance ISO 12647-7 (2009 or later).

The make and model number of the proofing system utilized shall be furnished with the proofs. These proofs must contain all elements, be in press configuration and indicate margins. Proofs will be used for color match on press. Direct to plate must be used to produce the final product with a minimum of 2400 x 2400 dpi.

In addition to the proofs identified above, the contractor will also provide two sets of digital color content proofs. The proofs must be created using the same Raster Image Processor (RIP) that will be used to produce the product. The proofs shall be collated in page sequence with all elements in proper position (not pasted up), imaged face and back, and trimmed and folded to the finished size of the product.

Rarely, the flat sheet proofs/sample and one digital color content proof will be marked with text edits, changes to graphics, color correction, etc. and returned to the contractor. Additional electronic proofs reflecting all changes will be required for verification of changes/corrections. Additional proofs will be e-

mailed to the Department in Adobe Acrobat PDF format unless otherwise specified by the Department.

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

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.

Proofs must be delivered to: USGS Lafayette Publishing Service Center, Attn: Natalie Trahan, 700 Cajundome Blvd. Lafayette, LA 70506. Furnished material must be returned with the proofs.

STOCK/PAPER: The specifications of all stock furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 12" dated March, 2012, and any subsequent amendments thereto.

All text paper used in each copy must be of a uniform shade. All cover paper must have the grain parallel to the spine.

Cover: White No. 2 Coated Text, Gloss-Finish (basis weight: 80 lbs per 500 sheets, 25 x 38") equal to JCP Code A182.

PRINTING: Print head to head in four-color process throughout. Pages contain full-color illustrations, halftones/flat tones, fine detail maps, heavy ink coverage, and full bleeds. After printing, coat the entire surface of face and back with a clear gloss liquid (aqueous) coating.

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 a minimum of 150 line screen and a minimum output must be at a resolution of 2400 x 2400 dpi x 1 bit or 600 x 600 dpi x 8 bit depth technology. Digital device must have a RIP that provides option for high quality color matching such as Device Links Technology and/or ICC Profiles. Contractor may be required to submit equipment list showing digital capability.

Ink Requirement: 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, 10 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: Maintain margins as indicated in the electronic files, unless otherwise specified. Pages bleed face and back, all sides

FOLDING: Score on all folds. Fold in half from 11 x 17" to 8-1/2 x 11", title page out; or, tri-fold from 25-1/2 x 11" to 8-1/2 x 11", title page out, as required on the print order.

PACKING: Pack suitable per shipping container to avoid damage in transit. Pack NTE 20 lbs. per shipping container.

LABELING AND MARKING: Reproduce GPO Form 917, Shipping Label from, fill in appropriate blanks, and attach to shipping containers.

DISTRIBUTION:

- (a) Ship 5 copies f.o.b. destination by such means as necessary to guarantee delivery within 10 workdays after the contractor receives an "OK to print" to USGS Lafayette Publishing Service Center, Attn: Natalie Trahan, 700 Cajundome Blvd. Lafayette, LA 70506. INSIDE DELIVERY REQUIRED.
- (b) Ship 195 - 245 copies f.o.b. destination by such means as necessary to guarantee delivery within 10 workdays after the contractor receives an "OK to print" to US Geological Survey, Attn: John Lovelace, 3535 South Sherwood Forest Blvd., Suite 120, Baton Rouge, LA 70816. INSIDE DELIVERY REQUIRED.
- (c) Ship 1 copy to: BAC (C&I) 1523-01, U.S. Government Printing Office, Federal Depository Library Program, Mail Stop: FDLP, 44 H St., NW, Loading Dock, Washington, DC 20401, Item No. _____
- (d) 15 copies to: BAC (By-Law) 1525-01, Library of Congress, U.S./Anglo Division U.S. Government Documents Section, 101 Independence Ave., SE, Washington, DC 20540-4274, Marked: Depository File Copies

Return of furnished material will not be required. All expenses incidental to submitting proofs, and furnishing samples must be borne by the contractor.

SCHEDULE: Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511). No definite schedule for pickup of material can be predetermined.

Furnished materials and print order will be set via FTP.

Proofs must be delivered to: USGS Lafayette Publishing Service Center, Attn: Natalie Trahan, 700 Cajundome Blvd. Lafayette, LA 70506.

The following schedule begins the workday after notification of the availability of print order and furnished material; the workday after notification will be the first workday of the schedule.

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

	WD After
Contractor submit proofs	3
Contractor pickup proofs	5
Contractor submit revised proofs (if required)	1
Department to give "OK to Print"	1
Contractor to complete production and distribution after receipt of "OK to Print"	10

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 for a like period of time.

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

I. (a)	2	
(b)	6	
(c)	2	
(d)	6	
(e)	6	
	(1)	(2)
II. (a)	2	432
(b)	6	1,296

SECTION 4 - SCHEDULE OF PRICES

Bids offered are f.o.b. destination for delivery for all copies, including GPO Depository copies and Library of Congress file copies.

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.

Prices must be submitted for the entire term of the contract and bids qualified for a lesser period will not be considered.

I. PRE-PRESS/PROOFING: The prices offered must be all-inclusive for output from electronic media, and shall include the cost of all materials and operations as applicable.

- (a) Ink jet proofs or one-off sample per 17 x 11" \$ _____
- (b) Ink jet proofs or one-off sample per 25-1/2 x 11" \$ _____
- (c) Digital content proof per 17 x 11" \$ _____
- (d) Digital content proof per 25-1/2 x 11" \$ _____
- (e) Complete PDF proofs.....per 8-1/2 x 11" page \$ _____

II. COMPLETE PRODUCT: Cost shall include all printing, coating, folding, packing, and shipping.

- | | Make-ready
and/or Setup
(1) | Running Per
Each Copy
(2) |
|-----------------------------------|-----------------------------------|---------------------------------|
| (a) 11 x 17" Fact Sheets..... | \$ _____ | \$ _____ |
| (b) 25-1/2 x 11" Fact Sheets..... | \$ _____ | \$ _____ |

(Initials)

BIDDER'S NAME AND SIGNATURE: Fill out and return one copy 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 (parts 1 and 2) 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 _____ Date _____ Certifier _____ Date _____
(Initials) (Initials)

Representations and Certifications

Exception to the certifications may render your bid nonresponsive. Submission of your bid without statement of exception shall constitute certification of the six items.

REPRESENTATIONS.

R-1. Small business. By submission of a bid, the bidder represents that the bidder is a small business concern, unless the bid contains an affirmative representation that the bidder is not a small business concern.

R-2. Small Disadvantaged Business Concern. By submission of a bid, the bidder represents that the bidder is not a small disadvantaged business concern, unless the bid itself contains an affirmative representation that the bidder is a small disadvantaged business concern.

R-3. Women-Owned Small Business Concern. By submission of a bid, the bidder represents that the bidder is not a women-owned small business concern, unless the bid itself contains an affirmative representation that the bidder is a women-owned small business concern.

CERTIFICATIONS.

C-1. Covenant Against Contingent Fees. Submission of a bid without statement of exception shall constitute certification.

(a) The contractor warrants that no person or agency has been employed or retained to solicit or obtain a contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul the contract without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency" means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee" means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee" means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence" means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

C-2. Buy American Certification. Except as may be listed with the bid itself, the bidder certifies with the submission of a bid that each end product is a domestic end product (as defined in clause 37 "Buy American Act" in Contract Clauses), and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States. Any exception listed with the bid itself must list both the excluded end products and the country of origin of each.

C-3. Clean Air and Water. Submission of a bid without statement of exception shall constitute certification.

(Applicable if the bid or offer exceeds \$100,000 or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413 (C) (1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

(a) Any facility to be utilized in the performance of the proposed contract has not been listed on the Environmental Protection Agency List of Violating Facilities.

(b) The Contracting Officer will be promptly notified, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

(c) Bidder will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

C-4. Certificate of Independent Price Determination. Submission of a bid without statement of exception shall constitute certification.

(a) The offeror certifies that:

(1) The prices in the offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices; (ii) the intention to submit an offer; or (iii) the methods or factors used to calculate the prices offered.

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

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

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

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

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

(ii) As an authorized agent, does certify that the principals named in subdivision

(b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Retain the certifications in the files; and

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

*****SAMPLE BID ENVELOPE*****

In order to insure proper processing of all bids, the following
Information is required on all contractor furnished bid envelopes:

JACKET OR PROGRAM NO. _____
FROM _____
ADDRESS _____

POSTAGE
STAMP
REQUIRED

(Please check appropriate box)

- ☐ BID
☐ NO BID
☐ CONFIRMATION OF TELEPHONE/TELEGRAPH BID

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

BIDS WILL BE RECEIVED UNTIL

AT **2 P.M.** PREVAILING DALLAS TIME