

**THIS IS A RE-SOLICITATION OF BIDS PREVIOUSLY OPENED ON DECEMBER 2, 2008.
THE SPECIFICATIONS HAVE CHANGED REGARDING QUANTITY (PAGE 2)
AND SCHEDULE (PAGE 7). READ CAREFULLY.**

IF YOU HAVE ANY QUESTIONS BEFORE AWARD CONCERNING THESE SPECIFICATIONS CALL
ALLISON SHEELER:
(214) 767-0451 (Ext. 15) NO COLLECT CALLS.

SPECIFICATIONS

U.S. Government Printing Office (GPO), Dallas, TX.
1100 Commerce Street, Room 731
Dallas, TX 75242

Sealed bids will be received until 1:00 P.M. prevailing Dallas, TX time on January 5, 2009 and no later.

The bidder agrees that any contract resulting from the bidder's offer shall be subject to all terms and conditions of U. S. Government Printing Office Contract Terms revised June 2001 (GPO Pub. 310.2) and USGPO Quality Assurance Through Attributes, revised August 2002 (GPO Pub. 310.1). In case of conflict the provisions of this specification will prevail.

QUALITY LEVEL FOR THE PRINTING AND FINISHING ATTRIBUTES OF THE PRODUCTS SPECIFIED HEREIN IS:
PRINTING – LEVEL II FINISHING – LEVEL II

PRODUCT: These specifications set forth the requirements for the printing, finishing, packing, labeling and delivery of three different catalog items of a perfect-bound 110-page catalog, with separate cover, with no blanks. All covers and text pages print head to head in four-color process plus two spot inks PMS 877 C (metallic silver) and PMS 1805 C, and Spot High-Gloss Varnish (scattered). Full bleeds and heavy ink coverage throughout. Covers 1 and 4 of each catalog item are flood coated with a satin-finish, non-yellowing aqueous coating. Each catalog item will have common text pages based on the ANG Civilian catalog item (Item 1), however, a set of 16 consecutive text pages (pages 30 through 45), Table of Contents (2 pages), plus Cover 1 will differ in both Prior Service and Professional catalog items. SPECIFICATIONS APPLY EQUALLY TO ALL ITEMS UNLESS OTHERWISE NOTED.

TITLE: Recruiting Materials – ARMY NATIONAL GUARD CATALOGS
Item 1 -- Civilian catalog (base catalog)
Item 2 -- Prior Service catalog
Item 3 -- Professional catalog

QUANTITY: BIDS: The bidder is to bid the maximum quantity, inclusive of all costs (including non reimbursable mail, if applicable) that will be delivered to the Department per specification requirements for a total of **\$1,325,839.00**. In addition, the bidder must bid a separate additional price based on a continuing run of the quantity produced exclusive of all basic or preliminary charges. Bids must include the cost of all materials and operations for the total quantity ordered.

BASIS FOR AWARD: The contract will be awarded to that responsible bidder whose bid conforming to the solicitation provides the lowest overall cost per copy to the Government including the prompt payment discount. The lowest overall cost per copy will be calculated by dividing the total price, after discount if applicable, by the total number of copies to be delivered.

Bidders will be bidding a **quantity for price** as follows:

Item 1 -- Civilian catalog (base catalog) = 60% of total quantity

Item 2 -- Prior Service catalog = 20% of total quantity

Item 3 -- Professional catalog = 20% of total quantity

SIZE:

12 x 9" trim size.

MATERIAL FURNISHED:

One CD-R (formatted for Macintosh)

GPO Form 952 (Desktop Publishing - Disk Information)

GPO Form 2678 (Blue Label)

GPO Form 917 (Selection Certificate)

A color visual for each catalog Item at 100% of original size, including trim marks.

Outer carton label instructions (See Attachment A)

Inner package label (See Attachment B) to be completed and reproduced by the contractor as necessary.

ELECTRONIC MEDIA:

Platform: Macintosh with OS X 10.5.5

Storage Media: CD-R

Software: Adobe InDesign CS3, Adobe Illustrator CS3 and Adobe Photoshop CS3. Files are furnished in native application .TIF and EPS format.

Fonts: All printer and screen fonts are furnished. 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.

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.

COPY PREPARATION: All copy is provided on the furnished disks.

INK: Four-color process, PMS 1805 C, PMS 877 C metallic ink, spot high-gloss varnish, aqueous coating. High-gloss varnish and aqueous coating must be clear, non-yellowing and evenly applied with no air bubbles or trapped foreign particles

PAPER STOCK: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 12" dated February 2008.

COVER: JCP L11, No. 1 Coated Cover, Gloss-finish, White, Basis 20 x 26", 100 lb.

TEXT: JCP A181, No. 1 Coated Text, Gloss-finish, White, Basis 25 x 38", 100 lb.

DESCRIPTION:

COVER: Covers 1 through 4 print head to head in four-color process with flood coat of satin-finish, non-yellowing aqueous coating; two spot inks PMS 877 C (metallic silver) and PMS 1805 C, and Spot High-Gloss Varnish (scattered). Full bleeds and heavy ink coverage throughout. Copy consists of type, rules, halftones, reverses, transparencies, solids, and screens. Cover 1 will differ in both Prior Service and Professional catalog Items. Contractor is responsible for accurate assembly of each catalog Item.

TEXT: All 110 text pages print head to head in four-color process plus two spot inks PMS 877 C (metallic silver) and PMS 1805 C, and Spot High-Gloss Varnish (scattered). Full bleeds and heavy ink coverage throughout. Copy consists of type, rules, halftones, reverses, transparencies, solids, and screens. Each catalog item will have common text pages based on the ANG Civilian catalog item, however, a set of 16 consecutive text pages (pages 30 through 45), Table of Contents (2 pages). Contractor is responsible for accurate assembly of each catalog item.

SPINE: Contractor to adjust spine size as necessary. Prints as crossover four-color process halftone image with two typelines.

BINDERY: Perfect bound book with a hinge-scored cover. Hinge score at one-fourth inch (1/4") from bind edge. Perfect bind along 9" dimension. Paper grain for all covers must run parallel to spine. Trim three sides.

ALL APPLICABLE ITEMS IN THIS ORDER MUST BE PRINTED ON A PRESS CAPABLE OF PRINTING FOUR COLORS IN A SINGLE PASS.

PRIOR TO PRODUCTION SAMPLES:

The sample requirement for this contract is not less than 5 printed construction samples of **each catalog item** (total of 15 samples). Each sample shall be printed and constructed as specified and must be of the size, kind, and quality that the contractor will furnish.

Samples will be inspected and tested and must comply with the specifications as to construction, kind, and quality of materials.

Prior to the commencement of production of the contract production quantity, the contractor shall submit samples to: U.S. GPO, Dallas, TX, IOStudios, Nashville, TN and National Guard Bureau, Arlington, VA. Five (5) samples of **each catalog item** will be tested for conformance of material(s). The samples will be tested for usage on the specified equipment and/or for construction. The container and accompanying documentation shall be marked PREPRODUCTION SAMPLES/AS and shall include the GPO jacket number(s). The samples must be submitted in sufficient time to allow Government testing of the samples and production and shipment in accordance with the shipping schedule.

The Government will approve, conditionally approve, or disapprove the samples within 2 workdays of the receipt thereof. Approval or conditional approval shall not relieve the contractor from complying with the specifications and all other terms and conditions of the contract. A conditional approval shall state any further action required by the contractor. A notice of disapproval shall state the reasons therefore.

If the samples are disapproved by the Government, the Government, at its option, may require the contractor to submit additional samples for inspection and test, in the time and under the terms and conditions specified in the notice of rejection. Such additional samples shall be furnished, and necessary changes made, at no additional cost to the Government and with no extension in the shipping schedule. The Government will require the time specified above to inspect and test any additional samples required.

In the event the additional samples are disapproved by the Government, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause in which event this contract shall be subject to termination for default, provided however, that the failure of the Government to terminate the contract for default in such event shall not relieve the contractor of the responsibility to deliver the contract quantities in accordance with the shipping schedule.

In the event the Government fails to approve, conditionally approve, or disapprove the samples within the time specified, the Contracting Officer shall automatically extend the shipping schedule in accordance with Contract Clause 12, "Notice of Compliance With Schedules," of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)).

Manufacture of the final product prior to approval of the sample submitted is at the contractor's risk. Samples will not be returned to the contractor. All costs, including the costs of all samples shall be included in the contract price for the production quantity.

All samples shall be manufactured at the facilities in which the contract production quantities are to be manufactured.

Submit 3 Prior to Production Samples of **each catalog item** to:

NGB-ASM

Attn: Julie Muir

1411 Jefferson Davis Hwy

Arlington, VA 22202-----3 sets of prior to production samples of **each catalog item**,

3 paper samples and all furnished material (M/F: Proofs/NGB Guard Catalogs/JM).

Submit 1 Prior to Production Sample of **each catalog item** to:

IOStudio, LLC

Attn: Andrew Nixon

1625 Broadway, Third Floor

Nashville, TN 37203-----1 set of prior to production samples (M/F: Proofs/Jacket 647-595/AN).

U. S. Government Printing Office

1100 Commerce Street, Room 731

Dallas, TX 75242-----1 set of prior to production samples (M/F: Proofs/Jacket 647-595/AS).

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

PRESS SHEET INSPECTION: Final makeready 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 makeready sheets that preceded approval. See GPO Publication 315.3 (Guidelines for Contractors Holding Press Sheet Inspections) dated August 2002. 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 5 x 5 mm (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.

PACKING AND MARKING: Refer to Articles 2 and 3, Supplemental Specifications, GPO Contract Terms, revised May 1999. **Do not intermingle different items in a box or shipping containers.**

Inner Packing – 10 shrinkwrapped catalogs per box then master-packed not to exceed 35 lbs.

Shipping Containers - must be 42 Edge Crush Test (ECT) double wall carton. Carton must be taped top & bottom using 3" reinforced kraft tape or 3" polypropylene 2 mil min.

Container Marking - must be printed/labeled on 2-sides with Product Description, Inventory ID (provided by Docupak) and quantity. See Attachment B for facsimile of label.

Palletizing - Pallets are required. See attached GPO Form 2682 and Article 7, Supplemental Specifications,

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>
P-7. Type Quality and Uniformity	OK'd Press Sheets
P-8. Halftone Match (Single and Double Impression)	OK'd Press Sheets
P-9. Solid and Screen Tint Color Match	OK'd Press Sheets
P-10. Process Color Match	OK'd Press Sheets

In the event that the Government waives the press sheet inspection the specified standard will be the OK'd proofs.

QUALITY ASSURANCE RANDOM COPIES: In addition to the Departmental Random Copies (Blue Label), the contractor may be required to submit quality assurance random copies to test for compliance against specifications. The purchase order/specifications will indicate the number required, if any. When ordered, the contractor must divide the entire order into equal sublots and select a copy from a different general area of each subplot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. Copies will be paid for at the running rate offered in the contractor's bid and their cost will not be a consideration for award. A copy of the purchase order/specifications must be included. Include the cost of shipping these samples in your bid.

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

DISTRIBUTION: Deliver f.o.b. destination. All expenses incidental to picking up and returning materials, submitting proofs, and furnishing samples must be borne by the contractor. Also, refer to Articles 5 and 6, Supplemental Specifications, GPO Contract Terms, revised May 1999.

NGB-ASM

Attn: Colonel Michael Jones
1411 Jefferson Davis Hwy
Arlington, VA 22202

-----100 inspection samples of **each catalog item**. (DELIVER THESE FIRST.)

-----200 Department Random Copies (labeled with the furnished blue label) of **each catalog item**, packaged separately, using traceable means. Inside delivery is required. Return furnished material to this address upon completion of the order.

Docupak

100 Gilbert Drive
Alabaster, AL 35007

-----All remaining copies of all items. (PALLETIZE THESE SHIPMENTS.) The vendor must notify, via email, Docupak, NGB and GPO 2 days before shipping begins. Email: Philip@docupak.com
CC: frank.olaughlin@us.army.mil, julie.muir@us.army.mil and asheeler@gpo.gov.

Docupak

Attn: Scott Jowers
100 Gilbert Drive
Alabaster, AL 35007

-----50 inspection samples of **each catalog item** (M/F: Samples/Jacket 647-595/SJ).

IOStudio, LLC

Attn: Andrew Nixon
1625 Broadway, Third Floor
Nashville, TN 37203

-----100 inspection samples of **each catalog item** (M/F: Samples/Jacket 647-595/AN).

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

-----10 copies of **each catalog item** marked for Inspection Samples/Jacket 647-595/AS.

200 Q.A.R.C's (of **each catalog item**) deliver to Washington DC using the furnished postage paid labels.

SCHEDULE: See "Notice of Compliance with Schedules", Article 12, Contract Clauses, GPO Contract Terms, revised May 1999.

Material will be available for pick up at the GPO Dallas RPPO on or before January 8, 2009.

Prior to production samples and paper samples must be delivered to the GPO Dallas RPPO and ordering agency by January 21, 2009.

Deliver complete on or before February 13, 2009.

QUOTATIONS: In addition to quoting a quantity for the price called for in these specifications, a quotation must also be submitted for each additional 1,000 perfect-bound book printed at the same time as the initial order. The price quoted for additional quantities must be based on a continuing run, exclusive of all basic or preliminary costs and will not be a factor for determination of award.

SUBMIT WRITTEN BIDS TO: U.S. Government Printing Office, 1100 Commerce St., Room 731, Dallas, TX 75242. All envelopes containing bids must clearly indicate the jacket number, your company's name and address, the bid opening date and that a bid is enclosed.

FACSIMILE BIDS ARE PERMITTED. Submit facsimile bids to FAX number 214-767-4101, one bid per facsimile.

All bidders must include this page with their bid.

Army National Guard Catalogs

Item 1 – Civilian catalog (base catalog)

Total number of Civilian catalogs bid
(Represents 60% of total quantity) _____

Additional rate \$ _____ per 1,000.

Item 2 – Prior Service catalog

Total number of Prior Service catalogs bid
(Represents 20% of total quantity) _____

Additional rate \$ _____ per 1,000.

Item 3 – Professional Service catalog

Total number of Professional Service catalogs bid
(Represents 20% of total quantity) _____

Additional rate \$ _____ per 1,000.

Total Price: \$1,325,839.00

Company Name: _____

Contractor Code: _____

Bidder Signature: _____

Shipping Requirements

Pre-Shipping Requirements

Vendor must contact Docupak no later than three weeks before shipping for inventory ID that is required on each master carton. Vendor must provide Docupak an image of each product prior shipping.

Shipping Requirements:

LTL/Truck Load/Container Shipments all require palletized & stretchwrapped on standard 40" x 48" 4-way pallets max ht. 58' max wt. 2200 lbs

All shipments must be scheduled 1 week in advance. Please contact Casey Crane at 205 621-3378.

Notice: Docupak will receive goods from carrier/vendor per bill of lading but assumes no responsibility of quantity (hidden miss counts) or quality of stated goods. Docupak reserves the right to refuse any shipment that does not meet the fore stated specifications. If Docupak is required to correct vendor error, charges must be pre-paid.

Please contact the following if you have questions:

Pre-Shipping - Roxy Horrie / Jill Adams 205-621-3378

Shipping and Packaging - Casey Crane / Jerry Tidwell 205-621-3378



(Description)

QTY:

(Inventory ID)

IMPORTANT

GPO Form 2682 (9-87) P. 51688-1

UNITED STATES GOVERNMENT PRINTING OFFICE

Specifications for Packing, Labeling, and Palletizing

Packing, Labeling, and Palletizing must be in accordance with the requirements as stated in GPO Contract Terms (Pub. 310.2). Nonconformance with the requirements may be cause for rejection.

Reproduced below are significant extracts from the packing, labeling, and palletizing articles contained in GPO Contract Terms (Pub. 310.2). Questions regarding these articles should be directed to the contracting officer.

Packing.

Each packing unit must be uniform in size and quantity contained therein. Unless otherwise indicated, each shipping container must not exceed 45 pounds when fully packed. Quantities which fill less than one-half a shipping container may be wrapped in shipping bundles.

Shipping containers. Only new corrugated or solid fiberboard containers may be used. Containers must be made in accordance with Federal Specification PPP-B-636 and any amendments thereto. Unless otherwise provided in the specifications, bursting strength shall be 275 pounds per square inch minimum. Containers must be packed solidly (top and sides) with the material laid flat on the bottom of the containers (never stand on end); top and bottom pads of corrugated fiberboard shall be used and be in solid contact with the top and bottom of the container. In the event the material does not fit snugly on the top or sides, open-

cell pads or thicknesses of corrugated board must be added.

Labeling and Marking.

The label must be reproduced (same size) from the facsimile in black ink on white paper. The label must be filled in accurately and legibly, using bold characters at least 1/4" high, except the "From" box which may be smaller.

Palletizing.

When indicated in specifications, the contractor will be required to furnish pallets for bulk shipments, in shipping containers, when the containers fill two layers or more on the pallet.

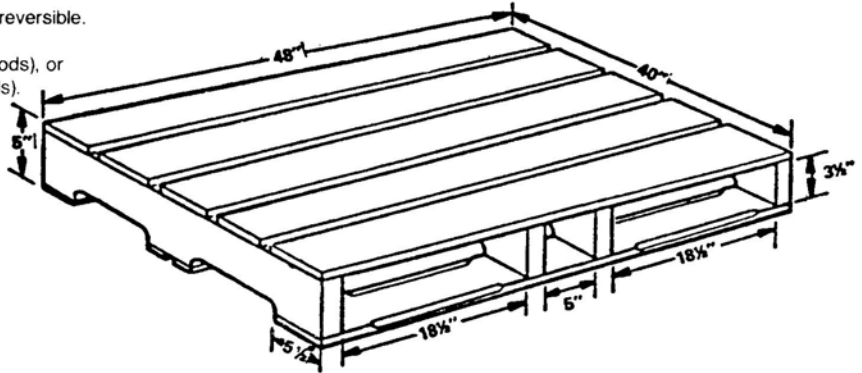
Pallets must be Type III, Size 2, Group 2 (or Group 3 at contractor's option) made in accordance with Federal Specification NN-P-71C and any amendments thereto. Full entry must be on the long dimension. Maximum height allowed including pallet is 55". Pack flush to corners.

Note.—Noncompliance with the packaging, labeling, and/or palletizing specifications may be cause for the Government to reject the shipment, at destination, and return it to the contractor at his expense. After giving notice of the deficiency and affording the contractor an opportunity to correct, the Government may, at its option, repackage, relabel, and/or repalletize in accordance with the specifications and charge all costs to the contractor.

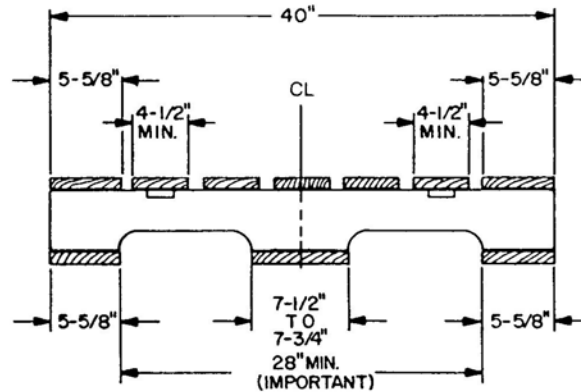
Stringer and Deckboard Design for Type III, Four-way (Partial) Flush Pallet

6.2 Ordering Data:

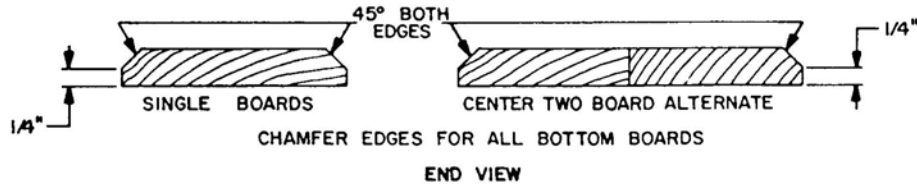
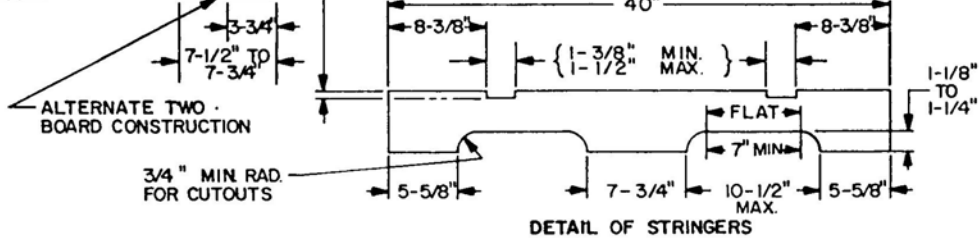
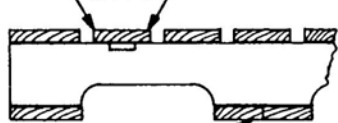
- a) Federal Specification Pallets, Material Handling, Wood, Stringer Construction, 2-way and 4-way (partial), NN-P-71C, dated 9-10-73.
- b) Classification:
 - 1. Type III—four-way (partial), flush, assembled, nonreversible.
 - 2. Size 2—40" x 48".
 - 3. Wood Group II—medium density woods (softwoods),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



NN-P-71C



LOCATE NAILING ON BOTH SIDES OF STRAP SLOTS



- 1. Dimensions are in inches.
- 2. Notches are to be centered about the centerline (CL).
- 3. Corners of notches shall be rounded as indicated.
- 4. One or two bottom deckboards may be used at the center.

U.S. GOVERNMENT PRINTING OFFICE
Printing Procurement Department

BID

All bids are subject to GPO Publication 310.2, Contract Terms (Rev. 6-01) which are 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 involved.)

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 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)

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 a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property, and

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

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

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

This certification concerns a matter within the jurisdiction of and Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

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

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

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

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

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

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

(2) Retain the certifications in the files; and

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

****SAMPLE BID ENVELOPE****

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

JACKET OR PROGRAM NO. _____
FROM _____
ADDRESS _____

**POSTAGE
STAMP
REQUIRED**

(Please check appropriate box)

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

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

BIDS WILL BE RECEIVED UNTIL

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