

**TITLE: "CD-ROM / DVD-ROM and Related Printing" PROGRAM 3871-SP
TERM: DOA to December 31, 2017 W/ Options**

Item No.	DESCRIPTION	Basis of Award	Isomedia		Professional Sound Images	
			State 040	Code 45373	State 100	Code 71674
			UNIT RATE	COST	UNIT RATE	COST
I.	CD-ROMs AND DVD-ROMs:					
1.	CD-ROM:					
(a)	Premastering to ISO 9660, per disc	1 x	50.00	50.00	50.00	50.00
(b)	Mastering, per master	20 x	150.00	3,000.00	90.00	1,800.00
(c)	Replication of CD-ROM discs, including printing up to 4-color process disc label:					
1.	Quantity up to 500 discs (identical), per 100 discs	26 x	35.00	910.00	16.00	416.00
2.	Quantity over 500 discs (identical), per 100 discs	80 x	25.00	2,000.00	15.00	1,200.00
(d)	Set up charge for stored stamper (represses), per disc	1 x	NC		NC	
(e)	Pre-production/check disc, per disc	18 x	20.00	360.00	20.00	360.00
2.	DVD-ROM: Single side, single layer					
(a)	Mastering, per master	3 x	200.00	600.00	100.00	300.00
(b)	Replication of DVD-ROM disc, including printing up to 4-color process disc label					
1.	Quantity up to 500 discs (identical), per 100 discs	3 x	50.00	150.00	30.00	90.00
2.	Quantity over 500 discs (identical), per 100 discs	28 x	35.00	980.00	25.00	700.00
(c)	Pre-production/check disc, per disc	1 x	30.00	30.00	25.00	25.00
II.	PROOFS:					
(a)	Digital Color Content proof, per printed unit	5 x	40.00	200.00	20.00	100.00
(b)	High Resolution color match proof, per printed unit	10 x	80.00	800.00	20.00	200.00
III.	PRINTING AND BINDING (includes paper stock):					
1.	Insert Card:					
(a)	Print in a single ink color, per side					
1.	Makeready and Setup Charges	1 x	NC		NC	
2.	Running Per 100 Copies	9 x	10.00	90.00	10.00	90.00
(b)	Print in each additional spot ink color, per side					
1.	Makeready and Setup Charges	1 x	NC		NC	
2.	Running Per 100 Copies	4 x	2.00	8.00	2.00	8.00
(c)	Print in four-color process, per side					
1.	Makeready and Setup Charges	6 x	NC		NC	
2.	Running Per 100 copies	48 x	11.00	528.00	10.00	480.00
2.	Insert Folder:					
(a)	Print in a single ink color, per side					
1.	Makeready and Setup Charges	1 x	NC		NC	
2.	Running Per 100 Copies	9 x	11.00	99.00	10.00	90.00
(b)	Print in each additional spot ink color, per side					
1.	Makeready and Setup Charges	1 x	NC		NC	
2.	Running Per 100 Copies	4 x	2.00	8.00	2.00	8.00
(c)	Print in four-color process, per side					
1.	Makeready and Setup Charges	3 x	NC		NC	
2.	Running Per 100 copies	12 x	13.00	156.00	20.00	240.00
3.	Back Inlay and Spine:					
(a)	Print in a single ink color, per side					
1.	Makeready and Setup Charges	8 x	NC		NC	
2.	Running Per 100 Copies	53 x	10.00	530.00	10.00	530.00
(b)	Print in each additional spot ink color, per side					
1.	Makeready and Setup Charges	7 x	NC		NC	
2.	Running Per 100 Copies	43 x	2.00	86.00	2.00	86.00
4.	Wallet/Mailer:					
	Print in 4-color process, per each					
1.	Makeready and Setup Charges	1 x	NC		NC	
2.	Running Per 100 copies	5 x	60.00	300.00	60.00	300.00
IV.	PACKAGING:					

TITLE: "CD-ROM / DVD-ROM and Related Printing" PROGRAM 3871-SP

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Item No.	DESCRIPTION	Basis of Award	Isomedia		Professional Sound Images		
			State 040	Code 45373	State 100	Code 71674	
			UNIT RATE	COST	UNIT RATE	COST	
1.	Jewel Box Cases:						
(a)	Standard (1disc), per 100	60 x	28.00	1,680.00	28.00	1,680.00	
(b)	Slimline Dual (2 disc), per 100	2 x	35.00	70.00	30.00	60.00	
(c)	Multi-disc (3-discs), per 100	2 x	45.00	90.00	45.00	90.00	
(d)	Multi-disc (4-discs), per 100	2 x	85.00	170.00	60.00	120.00	
2.	White Veiw Paks, per 100	3 x	35.00	105.00	35.00	105.00	
3.	Tyvek Sleeve (plain), per 100	6 x	12.00	72.00	12.00	72.00	
4.	White Wove Sleeve (plain), per 100	23 x	6.00	138.00	6.00	138.00	
5.	Jiffy Bags, per 100	9 x	40.00	360.00	30.00	270.00	
6.	Clear Slimline Single CD Box, per 100	10 x	25.00	250.00	25.00	250.00	
7.	Plastic Sleeve/ Pressure Sensitive Back, per 100	15 x	15.00	225.00	18.00	270.00	
8.	Amaray Case, per 100	2 x	30.00	60.00	30.00	60.00	
9.	Clamshell Plastic Cases						
(a)	Clear Clamshell Plastic cases & insertion, per 100	1 x	16.00	16.00	17.00	17.00	
(b)	Colored Clamshell Plastic cases & insertion, per 100	1 x	20.00	20.00	30.00	30.00	
10.	White wallet/ mailer with a duplex flap, per 100	3 x	18.00	54.00	30.00	90.00	
11.	Inserting Government furnished material into Jewel boxes, per 100 pieces	2 x	8.00	16.00	10.00	20.00	
V.	SHIPPING CHARGES (Shipments >120 lbs.)						
(a)	Zone 1 (Colorado-outside Denver), per cwt. (100 lbs.)	1 x	100.00	100.00	100.00	100.00	
(b)	Zone 2 (NM, UT, WY, & MT), per cwt. (100 lbs.)	3 x	140.00	420.00	120.00	360.00	
(c)	Zone 3 (CA), per cwt. (100 lbs.)	12 x	100.00	1,200.00	100.00	1,200.00	
(d)	Zone 4 (US E of MS), per cwt. (100 lbs.)	4 x	140.00	560.00	100.00	400.00	
(e)	Zone 5 (Cont.US W of MS), per cwt. (100 lbs.)	1 x	150.00	150.00	120.00	120.00	

CONTRACTOR TOTALS			\$16,641.00		\$12,525.00
DISCOUNT if any	2.00%		332.82	2.00%	250.50
DISCOUNTED TOTALS			\$16,308.18	AWARDED	\$12,274.50

**THIS CONTRACT IS BEING SOLICITED AS A
SMALL PURCHASE PROCUREMENT**

Program 3871-SP (12/21)
Specifications by BS
Reviewed by DA

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U.S. GOVERNMENT PUBLISHING OFFICE

Denver, Colorado

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

**Compact Optical Discs - Read Only Memory (CD-ROM) and
Digital Versatile Disc-Read Only Memory (DVD-ROM)
and Related Printing**

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

**Various Federal Government Departments and Agencies
Throughout the United States**

Single Award

NOTICE TO OFFERORS: The term of this contract is for one year **and up to four option years** beginning Date of Award (DOA). (Note: The anniversary date for this contract shall be considered as January 1, 2017.) Special attention should be directed to the following clauses in Section 1 of this contract: **"ECONOMIC PRICE ADJUSTMENT"** and **"NOTIFICATION"**.

The total duration of this contract, including the exercise of any options under this clause shall not exceed 5 years. The contractor will be notified not later than 30 days before the contract expires if the Government makes the decision to not exercise the option for a subsequent period.

Notwithstanding the above, and at the request of the Government, the term of the contract may be further extended (e.g. unforeseen delay or protest precludes making award on follow-on contract) for such period of time that may be mutually agreeable to the GPO and the contractor.

REQUEST FOR QUOTATION: Please review the attached specifications and **SUBMIT OFFERS BY FAXING QUOTATIONS ON "SECTION 4 - SCHEDULE OF PRICES" NO LATER THAN: 11:00 a.m. prevailing Denver, Colorado time, on January 17, 2017.**

Facsimile Telephone Number: **(303) 236-5332**
Mail To: **U.S. Government Publishing Office
Denver Regional Office
12345 West Alameda Parkway, Suite 208
Lakewood, CO 80228-2842**

For information of a technical nature call the Denver Regional Office (303) 236-5292 (no collect calls) or email to infodenver@gpo.gov .

SECTION 1. - GENERAL TERMS AND CONDITIONS

CONTRACT TERMS AND QUALITY ASSURANCE THROUGH ATTRIBUTES: Any contract which results from this Request for Quotation will be subject to the applicable articles of GPO Contract Terms (GPO Pub. 310.2, effective December 1, 1987 (Rev. June 2001)) and Quality Assurance Through Attributes Program (GPO Pub. 310.1, effective May 1979 (revised August 2002)). In case of conflict between these specifications and Contract Terms and/or Quality Assurance Through Attributes Program, these specifications will govern.

The links for viewing of the most current versions of the mentioned documents are as follows:

<http://www.gpo.gov/pdfs/vendors/terms.pdf>, & <http://www.gpo.gov/pdfs/vendors/qatap.pdf>

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. This June 2008 clause also cancels and supersedes any other disputes language currently included in existing contractual actions.

PREDOMINANT PRODUCTION FUNCTION: The predominant production function for this procurement is CD-ROM or DVD mastering and replication. **Offerors who must subcontract these operations will be declared non-responsible.**

CD-ROM or DVD REPLICATION: Several firms claim patent rights, which may be applicable to CD-ROM or DVD replication. For example, see <http://www.licensing.philips.com>. U.S. Philips Corporation and Sony Corporation claim to hold patents for certain technologies essential to the manufacture and replication of CD-ROMs and DVDs and assert it is impossible to manufacture or replicate a CD-ROM or DVD without infringing these patents. The patent claims cover, among other things, both the physical structure of and manner in which data is encoded on a CD-ROM or DVD. Other firms, including Discovision Associates, Irvine, CA, also claim similar patent rights.

Each offeror's attention is invited to the patent indemnification provisions of GPO Contract Terms (Pub. 310.2 (Rev. 6-01)) since the successful offeror will be responsible for compliance with all applicable patents, including any for CD-ROMs or DVDs.

By submission of an offer, offerors certify that they hold a license under all patents applicable to their replication of CD-ROMs or DVDs.

NOTE: The production schedule listed under "SCHEDULE" must be maintained, whether or not the contractor chooses to use a subcontractor for any function other than the predominant function (mastering and replication of the CD-ROM and DVD-ROM discs).

Product Quality Levels:

- (a) Printing (page related) Attributes Level III.
- (b) Finishing (item related) Attributes Level III.
- (c) Exceptions on process or multicolor Level II.
 registration
- (d) Exception - Finishing attributes do not apply to disc
 packaging.
- (e) Exception – Printing Attributes **do not apply** to
 disc title.

Inspection Levels (from ANSI/ASQC Z 1.4)

- (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	--	Camera Copy & OK Proofs
P-9. Solid and Screen Tint Color Match	--	Pantone Matching System
P-10 Process Color Match	--	Camera Copy & OK Proofs

Where electronic files are furnished, the Specified Standard in the absence of hard copy proofs and/or originals will be uniformity of image throughout the press run.

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 DOA through December 31, 2017, 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 "Consumer Price Index For All Urban Consumers - Commodities Less Food" (Index) 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 October 2017, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

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

NOTIFICATION: The contractor will be notified not later than 30 days before the contract expires if the Government makes the decision to **not** exercise the option for a subsequent period.

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.

WARRANTY: Contract Clause 15, "Warranty", of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)) is amended for the solicitation to the effect that the warranty period is **EXTENDED from 120 days to one calendar year** from the date the check is tendered as final payment. All other provisions remain the same.

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 DOA through December 31, 2017 plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" upon notification by the Government for purposes of the contract when it is electronically transmitted or otherwise physically furnished to the contractor in conformance with the schedule.

PREAWARD SURVEY: In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct a preaward survey or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

SAFEGUARD AND RETURN OF DATA: The contractor shall not release any technical or other data received from the Government under this contract to any nongovernment party without prior authorization from the contracting officer, nor shall the contractor or any successors in interest use the data for any purpose other than that for which it was provided to the contractor under the terms of the contract. The contractor shall refer questions regarding the possible proprietary nature of the data to the contracting officer. Following completion of the order/contract, the contractor must return to the Government all data furnished under this contract.

INSPECTIONS: The Government reserves the right to visit the contractor's plant at any point(s) during production and packing to ascertain contractor's compliance with these specifications.

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, any 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 that 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.

METHOD OF SHIPMENT: The contractors shall ship by any reasonable method to insure prompt delivery at destinations. Shipments must be made direct to the destination stated in the specifications and must be delivered to that point on or before the ship/deliver date on the print order provided it is to a location(s) in Zones 1 thru 5. **The contractor will NOT be reimbursed for any shipments/deliveries within the Commercial Zone of Denver, Colorado and the municipalities of Golden, Colorado and Boulder, Colorado as defined under Federal Motor Carrier Safety Administration (FMCSA).**

SHIPPING CHARGES: Offerors are to quote a price for shipping to destinations within each of the five zones. The prices quoted, as applicable, will be applied to the weight of the ordered quantity. No adjustment in the amount of shipping charges will be allowed because of gratuitous over deliveries. However, when deliveries are subject to a special charge (i.e. "**INSIDE DELIVERY**" etc.) pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing the carrier, such separate charges shall be listed on the contractor's voucher/invoice and will be paid for at actual cost.

PAYMENT BY ELECTRONIC FUNDS TRANSFER (EFT): Public Law 104-134 of April 26, 1996, requires that Federal agencies convert from making payment by check to paying by electronic funds transfer (EFT). Accordingly, the U.S. Government Publishing Office (GPO) intends to issue payment by EFT under any contract or purchase order resulting from this solicitation.

To arrange for Electronic Funds Transfer payment, the contractor must complete a Standard Form 3881 (ACH Vendor/Miscellaneous Payment Enrollment Form) and submit it to: **U.S. Government Publishing Office, Procurement Accounting Division, Stop FMC, Washington, DC 20401**. A copy of SF-3881 is available to be downloaded from the GPO Internet site at <http://www.gpo.gov/vendors/sfas.htm> as an Adobe Acrobat PDF file. A new SF-3881 should be submitted for changes in company or financial institution information. Contractors already registered for EFT with the GPO need not reapply.

The need for GPO Form 1034, "**Public Voucher for Purchases**" has been eliminated. You may use your own company's invoice or while supplies last, at your option, you may continue to use GPO Form 1034. To expedite your payment, remember to include the following items on your invoice: **Jacket/Term Contract Number, Print order number, Discount terms, Quantity shipped, and Total Cost**. Continue to submit evidence of shipment and/or delivery with your voucher/invoice.

Although not a requirement at this time, the contractor is encouraged to submit the "Bar Code Cover Sheet" with the request for payment. The use of this document will greatly facilitate prompt payment to the contractor. The following website address will allow you to create the GPO payment barcode cover page <http://winapps.access.gpo.gov/fms/vouchers/barcode/>.

PAYMENT: The Government Publishing Office will utilize the following procedure. Billing certification sheets for the work performed will be sent by the contractor to the ordering agency for examination and certification as to correctness of the billing as applicable to the work performed. The ordering agency is required to return the signed billing certification to the contractor within five (5) workdays of receipt.

After examination and certification by the ordering agency the invoice/voucher, print order, proof of delivery, and the agency signed billing certification must be submitted to: **Comptroller, U.S. Government Publishing Office, North Capitol and H Streets, NW, Washington, D.C. 20401**. **In addition the contractor is instructed to fax a duplicate set of these documents to the Denver GPO office. The fax number is 303-236-5332 ATTN: Procurement Technician or emailed to InfoDenver@gpo.gov.**

For the purpose of earning the discount when a prompt payment discount is offered by a bidder, time will be computed from the date a **correct invoice/voucher, print order, proof of delivery, and the agency signed billing certification** is received by the GPO.

Exception to the Billing Certification Requirement: On all GPO Denver placed orders with print order series 05000, 25000, 45000, 65000, 85000 the billing certification requirement is WAIVED.

NOTICE TO OFFERORS: The offer (**SECTION 4 - SCHEDULE OF PRICES**) may be facsimile transmitted direct to the GPO office.

SECTION 2. - SPECIFICATIONS

SCOPE: These specifications cover the **replication** of Compact Discs - Read Only Memory (CD-ROM) and DVD-ROMs requiring the production of masters from pre-mastered Government furnished CD-R's authoring for CD-ROM and "DLT (Digital Linear Tape) or DVR authoring for DVD-ROM", replication of discs, printing of title on discs, printing of various related paper products including inserting into various packaging, packing and distribution.

Specifications apply to both CD-ROMs and DVD-ROMs unless otherwise noted.

TITLE: Compact Disc - Read Only Memory and Digital Versatile Discs - Read Only Memory (DVD-ROM) and related printing.

FREQUENCY OF ORDERS: Approximately 15 to 20 orders per year.

QUANTITY: It is anticipated that orders will range from 50 to 2000 replications per order. Most orders will be in excess of 300 sets.

TRIM SIZE: Various trim sizes for related printed products will be ordered and paid for in their respective classification. The insert, booklet, and inlay dimensions are based on current industry products.

- Front Insert Card: 4-3/4 x 4-3/4".
- Front Insert Folder: 4-3/4 x 9-1/2".
- Back Inlay and Spine: 5-5/16 x 4-5/8".
- Wallet Mailer: Suitable for the use intended.

GOVERNMENT TO FURNISH: Print orders (GPO Form 2511), CD Recordable (CDR), DVR authoring for DVD-ROM, camera copy, and electronic files.

Electronic files will be provided for the contractor from which they are to create new camera copy/film negatives/direct plate imaging or a CD ROM or DVD ROM Master. Files will be provided as follows:

FOR PRINTED OUTPUT: CD-ROM, DVD or similar will be provided, or at the Government's option, the data will be transmitted direct to the contractor's facility via e-mail or to contractor's FTP site. The electronic media furnished by the Government will be generated on a MAC System or PC/Windows 2000, Windows XP, Windows 7, or Windows 8, or Windows 10 platform in a variety of software formats including, but not limited to: Adobe InDesign, Adobe Illustrator, Adobe PhotoShop, Adobe Acrobat PDF, QuarkXPress, Aldus Freehand, Corel Draw, Adobe PageMaker, Microsoft Publisher, Microsoft Word, Microsoft Office, and WordPerfect. NOTE: The contractor is to support upgrades of application software within one month of notification by ordering agency.

Contractor must be capable of accepting data in these platform/formats for either direct input or conversion to his/her system as part of their basic charge to the Government. No additional time or compensation will be given to the contractor for common errors associated with file output from a different platform. See "Inspection of Files" for brief description of common errors. The contractor will be responsible for proofreading converted formats to ensure that all fonts have transferred platforms completely. Contractor will be responsible for final output that is in conformance with the visuals as provided.

Fonts: Various PostScript Type 1 (printer and screen) fonts, True Type fonts, and Open Type fonts will be provided with each order. NOTE: The fonts provided are the property of the ordering agency and are provided for use on the order only. Using the furnished fonts for any job other than this one violates copyright law. All fonts should be eliminated from contractor's archive immediately after completion of the production run.

Data will be provided in native application format with all necessary scans and graphics properly linked and in final position. Some files may be compressed using PKZip or similar compression software.

INSPECTION OF FILES: Contractor to perform a basic check, preflight of the furnished files. Check for damaged disks, missing or damaged files, missing or damaged fonts, missing bleeds, improper trim size, improper color definition, and so on. The Contractor will not receive additional compensation or time for common errors associated with the output of files. Common errors include, but are not limited to: 1) color issues and shifts (RGB color data, no spot colors, loss of black plate), 2) page integrity (text reflow or type substitution), 3) errors associated with embedded graphics, 4) missing prepress features (e.g. bleeds, trim marks), 5) loss of text characters from graphic elements, 6) defining proper file output selection for the imaging device being used. The contractor is responsible for creating/extending bleeds, creating or correcting (altering) any necessary trapping, setting proper screen angles and frequency, defining proper file output selection for the imaging device being used, and ensuring that the black type is a solid black NOT a process build. Any errors other than those just described, media damage, or data corruption that might interfere with proper file imaging discovered at that time must be reported to the Contracting Officer IMMEDIATELY upon discovery.

Prior to making any revisions, the contractor must make a "copy" of the original files, and then proceed to make any revisions to the "copy" as required. Upon delivery of the printed product the contractor must provide corrected native applications files (digital deliverables) if files are modified during production. The digital deliverables must be an exact reproduction of the final printed piece in native application file format (includes all files), and must be returned on the same media as the supplied files. The Government will NOT accept as digital deliverables PostScript files, Adobe Acrobat Portable Document Format (PDF) files, or any proprietary file formats unless specifically requested elsewhere in these specifications.

FOR CD/DVD OUTPUT: Most data for replication will be provided as premastered ISO 9660 Level 1 image files. On occasion, the contractor may be provided with data files which must be premastered to conform to ISO 9660 Level 1.

Upon receipt, the contractor shall verify the compliance of premastered data with the requirements of ISO 9660 Level 1. If indicated, the contractor shall verify the exact byte count.

Upon receipt of data files requiring ISO 9660 Level 1 premastering, the contractor shall verify that the files conform to any government furnished description of them (example: file names, file sizes, et cetera). The contractor is not responsible for examining file content or functionality. The contractor shall premaster the files to comply with all requirements of International Standard ISO 9660 Level 1. It is the responsibility of the contractor to notify the Government of any and all defects with Government furnished files (example: conflict with the requirements of ISO 9660 Level 1, government furnished data greater than 74-1/2 minutes in size, et cetera).

Any delay by the contractor in notifying the Government of defective furnished material, will not release the contractor from meeting the delivery/distribution schedule.

All furnished material provided by the Government, or any duplicates made by the contractor or his representatives, must be kept accountable and under reasonable security to prevent their release to any unauthorized entities. Data must not be duplicated in whole or part for any other purpose than to create

material to be used in the performance of this contract. All duplicate media shall be degaussed or securely overwritten. All printouts and non-erasable media shall be destroyed by the contractor. Tapes or compact discs provided to the contractor must be returned to the address specified on the individual print order.

CONTRACTOR TO FURNISH: All material and operations other than those listed under "**GOVERNMENT TO FURNISH**" necessary to produce the products in accordance with these specifications.

CD-ROM:

CD-ROMS: Contractor must provide all materials and operations necessary to produce CD-ROM discs from Government furnished electronic media as described under "**GOVERNMENT TO FURNISH.**" This includes the production of a CD-ROM master and check disc. NOTE: A master or check disc will not always be required.

The stampers used to produce the CD-ROM discs as well as the CD-ROM discs themselves will become the property of the Government. The contractor will be required to store the stampers, at no additional charge to the Government, for the contract period including any options or extensions. Stampers must be stored so that they will not be damaged and can be reused to produce discs of a quality commensurate to the original discs produced. On occasion, additional CD-ROM replicates may be required after the initial order is produced. If required, the mastering charge will not be allowed. In lieu of the mastering charge we will allow a set up charge under Item I. 1. (d) in the contract "**SCHEDULE OF PRICES**". NOTE: The contractor must not destroy stampers without the expressed permission of the Government.

DATA FORMAT VERIFICATION: Upon receipt of the input media, the contractor shall review the files for usability and completeness. The contractor shall verify compliance of each image with the requirements of ISO 9660. The contractor shall immediately notify the contract administrator of any problems with the furnished data files, including files which are damaged, unreadable, oversized, or not in compliance with ISO 9660. Any delay by the contractor in notifying the contract administrator of defective material will not release the contractor from meeting the delivery and distribution schedule.

DATA CAPACITY: Discs must be able to contain up to 74 minutes and 40 seconds i.e. of user data (688,128,000 bits of data in mode 1).

STAMPER MARKS: The contractor shall image the program and print order number on the inner buffer zone unless the contractor is permitted to image other identification marks as necessary for production in the IBZ.

DISC SPECIFICATIONS: Discs produced under this contract shall be 120 mm CD-ROMs as governed by the International Standards IEC 908 and Amendment ISO 9660, and ISO 10149. All sectors containing user data shall have their Sector Mode Byte set to (01)H and the sector content and layout shall be structured accordingly. Furthermore, discs MUST comply with the following requirements:

Modulation Amplitude:

- The relationship between I_3 and I_{top} shall be: $0.35 \leq I_3/I_{top} \leq 0.7$.
- The relationship between I_{11} and I_{top} shall be: $I_{11}/I_{top} \geq 0.65$.
- Signal Asymmetry: The symmetry of the HF signals relative to the decision level I_d shall be:
 1. greater than or equal to -5% and
 2. less than or equal to +15%.
- BLER may not exceed 25 when averaged over the entire User Data Area. The total number of E22 Errors: Block Error Rate (BLER) may not exceed 80 when averaged over any one second interval; errors may not exceed 2 on the disc.

- **Local Defects:** The maximum allowable diameter of black spots, with or without increased birefringence, is 100 micrometers. All other specifications concerning local defects remain unchanged from those of the referenced International Standards.
- **Metalizing:** The reflective layer shall be completely sealed with lacquer on the inner and outer edges of the disc.
- **Storage Tests:** Annex F of International Standard ISO 10149 shall be treated as normative to the standard. Discs subjected to testing in accordance with Annex F shall remain in compliance with these specifications.
- **Jitter Effect Length Deviation:** In accordance with Compact Disc System specifications for jitter and effect length deviation, the following requirements shall apply:
 - For each runlength of land and pit (3T, ..., 11T), jitter shall be less than 35ns.
 - Effect Length Deviation shall not exceed the following:

<u>Pit/Land Length</u>	<u>Maximum Deviation (+/-)</u>	<u>Nominal Length Pit</u>	<u>Nominal Length Land</u>
3T	40.0ns	660ns	675ns
4T	42.5ns	910ns	925ns
5T	45.0ns	1165ns	1165ns
6T	47.5ns	1400ns	1400ns
7T	50.0ns	1635ns	1635ns
8T	52.5ns	1875ns	1875ns
9T	55.0ns	2110ns	2110ns
10T	57.5ns	2340ns	2335ns
11T	60.0ns	2570ns	2560ns

All other Compact Disc System mandated requirements for jitter and effect length deviation shall apply.

QUALITY CONTROL: Each delivered replicate must meet or exceed the requirements of these specifications. In addition to the contractor's existing quality control procedures, the following steps must be performed:

Data Integrity: For each stamper used, the contractor is required to perform the following:

1. Verify the integrity of all user data against the original government-furnished media;
2. Verify the integrity of EDC/ECC (error detection and error correction coding) for each sector of the User Data Area; and
3. Verify the integrity and consistency of the Table of Contents and the subcode data.

Verification of 1, 2, and 3 may be performed on a replicate. Replicates not meeting these specifications must be reproduced and redelivered at the contractor's expense and the contractor shall be considered late.

PRODUCT TESTING: The contractor is required to submit test results for at least one CD-ROM replicate from each stamper as described below. The contractor is responsible for ensuring comparability of the test results with those of Philips Consumer Electronics CD & Laserdisc System Evaluation Laboratory.

DISC TESTING: The Government may test CD-ROM replicates for compliance to the specifications of this contract. When discs are examined, they will be analyzed on a Koch CDCS-4/L tester. The following attributes will be checked:

1. Exact diametric locations of the following parts of the spiral data track.
 - a. Starting diameter of the lead in zone.
 - b. Starting diameter of the user data zone.
 - c. Starting diameter of the lead out zone.
2. Eccentricity.
3. Average track pitch.
4. Average scanning velocity.
5. Push/pull.
6. Crosstalk.
7. High frequency and tracking signal properties.
 - a. Itop or reflectivity.
 - b. Symmetry of I11 relative to Id.
 - c. I3 normalized by reflectivity.
 - d. I11 normalized by reflectivity.
 - e. Radial noise.
8. Digital errors.
 - a. One second moving averages for block error rate.
 - b. One second counts of E22 errors.
 - c. Burst error length.
 - d. Errors in the table of contents.
 - e. Errors in the subcode data.

9. Total playing time.

10. Birefringence.

11. Jitter and effect length deviation.

CD-ROM REPRESSING: The contractor will be required to retain and store, until the end of the contract period, all stampers produced under the terms of this contract, for repressing purposes.

Some orders may require repressing during the term of this contract. Orders for repressing will be issued on GPO Form 2511 and all terms and conditions of the contract will apply. Repressing will be billed at the contractor's "replication of CD-ROM discs" quoted price. A setup charge shall be allowed when repressing is required. However, no mastering charge will apply.

CD-ROM CHECK DISC(S): These checks may be performed on a CD replicate. Replicates not meeting these specifications must be reproduced and redelivered at the contractor's expense and the contractor shall be considered late.

As specified on the Print Order, most orders will require the contractor to produce a CD Recordable (CD-R) for Government inspection prior to replication of the quantity ordered. The contract administrator will

contact the contractor by telephone or by facsimile machine with approval or disapproval within two workdays after receipt of the check disc.

If any or all of the check discs are disapproved due to faulty production by the contractor, the contractor must then provide corrected check discs within five workdays after notification of disapproval. No additional charge will be allowed for these corrected check discs.

All check discs must be placed in plastic sleeves or jewelboxes (as ordered on the print order). Although the check discs will not be required to be printed they must have written identification so that each disc can be easily identified. No printed material (label or back inlay and spines) will be required with the check discs.

An acceptable check disc must be provided before the Government "OK" will be given. Do not proceed with replications until Government "OK" is given.

DVD-ROM:

DATA VERIFICATION: Upon receipt of the input media, the contractor shall review the files for usability and completeness. The contractor shall verify compliance of each disc image with the requirements of the DVD Standard Specification version 1.0. The contractor shall immediately notify the Government of any problems with the furnished data files, including files which are damaged, unreadable, oversized, or not in compliance with the DVD Standard Specification version 1.0.

DATA CAPACITY: The contractor shall be capable of producing DVD-ROMs containing 4.7 (DVD-5) gigabytes (4,700,000,000 bytes) of data (DVD-5, single side, single layer).

STAMPER MARKS: The contractor shall image the jacket and print order number on the inner buffer zone unless the contractor is permitted to image other identification marks necessary for production in the inner buffer zone.

DVD-ROM FILE SYSTEM: All DVD-ROM discs produced under this contract shall comply with the *OSTA Universal Disc Format Specification: 1996 (Appendix 6.9) "OSTA UDF Compliant Domain" of ISO/IEC 13346:1995 Volume and file structure of write-once and rewritable media using non-sequential recording for information interchange*. Also known as the UDF Bridge (UDF/ISO 9660) file structure.

DVD-ROM MANUFACTURING SPECIFICATIONS: All DVD-ROM discs produced under this contract shall comply with the applicable sections of the DVD Standard Specification version 1.0. All DVD-ROM discs produced under this contract shall comply with the specifications cited in the following tables.

Digital Errors (Reed Solomon Product Code):

<u>Parameter</u>	<u>Acceptable Value(s)</u>
PI 8 ECC Sum	< 280
PI Fails	<i>Not specified</i>
PO Fails	= 0 (zero)
Percent of PI rows with Errors	<i>Not specified</i>

Comments: The PI 8 ECC Sum error is the total error across 8 ECC blocks. PI 8 Sum under 40 is preferred.

HF/Tracking Real-time Measurements (made before signal "equalization"):

<u>Parameter</u>	<u>Acceptable Value(s)</u>
I3/I14	Single layer: > 0.15
I14/I14H	> 0.6
Tangential Push Pull	< 0.9

Asymmetry In the range -0.05 to 0.15

HF/Tracking Station Measurements:

<u>Parameter</u>	<u>Acceptable Value(s)</u>
DPD Track Crossing	> 0.10
DPD Tracking Amplitude	> 0.5
DPD Tracking Asymmetry	< 0.2
Reflectivity	Single layer: in the range 45% to 85%

Comments: HF signals must be strong enough to avoid decoding failures. The tracking signal must be strong enough to support the variable bit functions.

Physical Measurements:

<u>Parameter</u>	<u>Acceptable Value(s)</u>
Track Pitch	0.74 ± 0.01 µm/track
Pit Length	Single layer: in the range 0.394 to 1.873 µm
Local Defects	Air bubbles: 100 µm maximum Black spots: 200 µm maximum
Scanning Velocity	Single layer: 3.49 ± 0.03 m/sec Dual layer: 3.84 ± 0.03 m/sec
Jitter (Data to Clock)	< 8.0%, independent of tilt effects
Angular Deviation (Tilt)	Radial tilt: < ± 0.80 degrees Tangential tilt: < ± 0.30 degrees
Birefringence	< 100 nm

Comment: The combination of the effects of jitter and tilt will be considered in the evaluation of a disc.

LEAD-IN AREA CONTENTS: Contractor shall set the values of the lead-in area as follows:

<u>Parameter</u>	<u>Value(s)</u>
Book Type	DVD-ROM
Book Version	[determined by contractor]
Disc Size	120 mm
Number of Layers	1
Layer Type	Read-only
Linear Density	Single Layer: 0.2667 µm/data bit
Track Density	0.74 µm/track
Starting Sector Number	030000h
Ending Sector Number (Main)	[determined by contractor]
Ending Sector Number (layer 0)	[determined by contractor]
Burst Cutting Area (BCA) Flag	Exists (on) [BCA encodes disc volume ID as specified by USPTO]
Copy Protection System	None [copy protection off]
Region Management Flags	None [unrestricted access in all regions]
Encryption Data	None [no encryption]
Manufacturing Data	[As supplied by Contractor]
Content Provider Information	[Insert contents of provided file CPI.TXT]

DVD-ROM PERFORMANCE: The DVD-ROMs shall read on the Pioneer DVC-302 reader or equal. A DVD-ROM will be considered a reject when it cannot be correctly read on this player. The contractor will be required to immediately replace, at no cost to the Government, any DVD-ROM discs that fail to function properly due to the contractor's failure to properly manufacture discs.

DVD-ROM QUALITY CONTROL: Each delivered replicate must meet or exceed the requirements of these specifications. In addition to the contractor's existing quality control procedures, the following steps must be performed:

Data integrity: For each stamper used, the contractor shall:

1. Verify the integrity of all user data against the original government-furnished media;
2. Verify the integrity of error detection and error correction coding for each sector of the user data area;
3. Verify the UDF/ISO 9660 directory structure.

Verification may be performed on a replicate or pre-production check disc. Replicates not meeting these specifications must be reproduced and redelivered at the contractor's expense and the contractor shall be considered late.

DVD-ROM PRODUCT TESTING: The contractor is required to test DVD-ROM replicates for compliance to the specifications of this contract. The contractor is responsible for ensuring that all DVD-ROM discs produced will function correctly on the DVD-ROM drive provided (at no cost to the contractor) by the US Patent & Trademark Office, Optical Disc Publishing Program.

The contractor is required to test DVD-ROM replicates for compliance to the specifications of this contract. The contractor is responsible for ensuring comparability of his test results with those of the CDAssociates DVD100MG.

The following test results shall be reported.

1. Average track pitch.
2. Average scanning velocity.
3. Tangential push/pull.
4. Track crossing signal magnitude.
5. High frequency and tracking signal properties. These must be read continuously along the spiral track. Minimum, maximum, and average values must be reported. Minima and maxima must be identified by A-Time.
 - a. Itop or reflectivity.
 - b. Signal asymmetry.
 - c. I3 normalized to I14.
 - d. I14 normalized to I14H.
6. One-second moving values for PI 8 ECC Sum and PI fails, measured continuously along the spiral track; minimum, maximum, and average values must be reported.
7. Total playing time and total sectors tested.
8. Maximum disc birefringence.
9. Data to clock jitter.

DVD-ROM PRE-PRODUCTION/CHECK DISCS: On most orders, the contractor will be required to produce a pre-production check disc for Government inspection prior to replication of the ordered quantity. After notification to pickup the print order and furnished material, the pre-production check disc must be delivered to the address listed on the print order as soon as the contractor deems necessary in order to comply with the delivery schedule. The government will contact the contractor by telephone or

by facsimile machine with approval or disapproval within 1 workday after receipt of the check disc. If the check disc is disapproved due to faulty production by the contractor, the contractor must then provide a corrected check disc for approval, and one extra day will be allowed in the production schedule. No additional charges will be allowed for this corrected pre-production check disc.

If the pre-production check disc is faulty because of defective source data or DLT (digital linear tape) media furnished by the Government, instructions will be provided to the contractor for return of the defective data or media and new corrected data or media will be furnished to the contractor. The contractor will be allowed to charge for the pre-production check disc produced from the defective data or media. The schedule will start over upon the contractor's receipt of the corrected tape.

All pre-production check disc(s) must be placed in a safe box. Although the contractor will not be required to print a color product label on check discs, the following information must be written legibly on the face of the disc: product name, year, volume, and issue. The shipping package containing this preproduction check disc must be identified by the GPO jacket number, program number, print order number, and title.

The contractor is cautioned not to proceed with the replications until Government approval of the pre-production check disc is received.

PROOFS: The following types of proofs may be required for printed output:

- Digital color content proofs created using the same Raster Image Processor (RIP) that will be used to produce the product. Proofs shall be collated with all elements in proper position (not pasted up), imaged face and back, and trimmed and folded to the finished size of the product.
- One complete set of one-piece laminated color proofs of face and back. At the contractor's option, digital color proofs (Kodak Approval, Screen TrueRite, or similar) with a minimum resolution of 2400 dpi may be furnished, which also shows halftone dot. The make and model number of the proofing system utilized shall be furnished with the proofs. Proofs will be used for color match on the press. These proofs must have all elements in proper position.

If any contractor's errors are serious enough in the opinion of the Government to require revised proofs, the revised proofs are to be provided at no expense to the Government. **No extra time will be allowed for this reproofing.**

The contractor must not print prior to an **"OK to Print"**.

PRINTING: Labeling of Disc – The contractor will be required to print directly on the disc, one side only in one to four ink colors, including flattones, and four color process printing over a solid white background. All printing on the disc shall comply with the requirements set forth in International IEC 60908 and amendment, and ISO 10149 for CD ROM and ISO/IEC DIS 16448 for DVD. Inks used for the CD label shall not damage the lacquer layer.

Front Insert: Print one side only or face and back (head-to-head), in black ink or a color other than black and up to three ink colors, may include 4-color process, all ink colors trap.

Front Insert Folder: Prints two sides (face and back) in black ink or a color other than black and up to three ink colors, may include 4-color process, all ink colors trap.

Back Inlay and Spines (for jewelbox): The back inlay and spines will print one side only in one or more ink colors (generally two ink colors). The inlay **must** fit in the jewelboxes and wrap around the spines.

Wallet/Mailer: Prints one side only (before conversion) in four color process.

Match Pantone number(s) as indicated on the print order.

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**

No. 12'' dated March 2011. Paper used under this contract **MUST** conform to the Resource Conservation and Recovery Act of 1976 and all subsequent amendments. Additional information regarding this will be furnished upon request.

Color of paper furnished shall be of a uniform shade and a close match by visual inspection of the JCP and/or attached color sample(s). The contracting officer reserves the right to reject shipments of any order printed on paper the color of which, in his opinion, materially differs from that of the color sample(s).

Insert/Folder:

White Litho (Gloss) Coated Book, basis weight: 80 lbs. per 500 sheets, 25 x 38", equal to JCP Code A180.

White Index, basis weight: 110 lbs. per 500 sheets, 25-1/2 x 30-1/2", equal to JCP Code K10.

Inlay Card/Spine:

White Offset Book, basis weight: 80 lbs. per 500 sheets, 25 x 38", equal to JCP Code A60.

Wallet/Mailer:

White Solid Bleached Sulphate Board, 14 point.

BINDING:

- Front Insert Card: Trim four sides.
- Front Insert Folder: Trim four sides, fold to 4-3/4 x 4-3/4".
- Back Inlay Card and Spine: Trim four sides. Score or perforate (slit or slot without ink) along the 4-3/4" dimension in two places 1/4" from the left and right edges. Inlay cards must be folded printed side out and inserted into the back of the jewelbox, with the title facing outwards, so that it can be read without opening the jewelbox.

Front Insert Card, Folder, or Pamphlet must insert with title facing out so that it can be read without opening the specified packaging.

An occasional order may require the insertion of a furnished folded front insert, folder, or pamphlet into jewelbox.

PACKAGING: Specific packaging requirements will be indicated on the print order from the various following packaging options:

Jewel Box Cases -- Pack disc(s) in single or multiple disc jewel case(s) unless otherwise specified on the print order in cases (hinged, hard plastic compartments with special holding features for discs). Some of the hard plastic compartments for holding the disc will be clear plastic to allow end user to read through the compartment. An occasional order may require a Slimline dual jewel case. The disc(s) inserted into the jewel boxes must fit securely in the disc tray to prevent damage in transit.

Each jewel case may be required to individually shrink wrapped with plastic film. Single jewel cases must be packed twenty-five per inner carton and four inner cartons per shipping container. Thus, the maximum number of discs allowed per shipping container is 100.

Clear Slimline Single CD Box.

White Viewpak™ (Univenture) or equivalent -- Front insert or booklet would insert into front pouch. Disc would insert into pouch with white anti-static material that is heat-sealed on outside three edges.

Tyvek™ sleeve (plain) or equivalent to hold one disc (includes plastic window).

White Wove sleeve (plain) or equivalent to hold one disc (includes plastic window).

Jiffy Bag or equal to hold one or more discs.

Plastic Sleeve with pressure sensitive back.

Amaray Cases.

Clamshell Plastic Cases (Clear and Colored) and insertion.

White wallet/mailer with a duplex flap.

Note: 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: The Government will furnish a blank facsimile shipping container label for the contractor to reproduce. The contractor will be required to fill in the label with all pertinent information when shipping containers are required. In addition the contractor is to clearly indicate the title and series on the labels.

DISTRIBUTION: **INSIDE DELIVERY REQUIRED TO ALL DESTINGATIONS.**

Deliver f.o.b. destination to addresses as indicated under "**SCHEDULE**" or as noted on print order in the Golden/Denver/Boulder, Colorado area. It is anticipated that approximately 50% of the orders will deliver to an address on the print order located in the greater Denver, Colorado, area including the FMCSA Commercial Zone of Denver, Colorado and the municipalities of Golden, Colorado and Boulder, Colorado. **The contractor will NOT be reimbursed for any shipments/deliveries within the Commercial Zone of Denver, Colorado and the municipalities of Golden, Colorado and Boulder, Colorado as defined under Federal Motor Carrier Safety Administration (FMCSA).**

Furnished material, proofs, and pre-production/check disks must be picked up from and delivered to one of the following addresses:

Name	U. S. Department Of Interior
Bureau Of Land Management	Bureau Of Reclamation
Sherri Hendren: (303) 236-6458	Kathy Ehler: (303) 445-2200
Bldg. 50, OC-652, Mailroom, Ent S-2	Building 67
Denver Federal Center	Denver Federal Center
Denver, CO 80225-0047	Denver, CO 80225
Department Of Energy	U.S. Geological Survey
Western Area Administration	Attn: Phil Bowman (505) 830-7970
Attn: Robert Bickler: (720) 962-7168	Suite 400
12155 W Alameda Parkway	5338 Montgomery Blvd
Lakewood, CO 80228	Albuquerque, NM 87109

U.S. Geological Survey
Denver Publishing Service Center
Attn: Amanda Scruggs (303) 236-5589
Bldg. 53 MS 902, Ent S-1
Denver Federal Center
Denver, CO 80225

U.S. Geological Survey
Branch Of Materials Management
Attn: Francisco Lourido (703) 648-7282
231 National Center
Reston, VA 20192

U.S. Department Of Agriculture
Forest Service
Attn: Mery Najarro or Wini Weber
1323 Club Drive
Vallejo, CA 94592

Furnished material may be picked up from and on rare occasions delivered to:

U.S. Government Publishing Office
Denver Regional Office
12345 West Alameda Pkwy, Suite 208
Lakewood, CO 80228-2842

In addition to the above, approximately 50% of the total orders may deliver to an address(es) outside the FMCSA Commercial Zone of Denver, Colorado and the municipalities of Golden, Colorado and Boulder, Colorado. These orders ship f.o.b. contractor's city for all small parcel carrier shipments (120 pounds or less) and f.o.b. destination for all other shipments.

A single shipment or several shipments totaling 120 lbs. or less scheduled for shipment on the same day to a single destination are to be sent by reimbursable parcel post or small parcel carrier, whichever method is most economical to the Government unless otherwise instructed. The contractor will be reimbursed for these additional charges by submitting receipts with their billing.

Shipments over 120 lbs. falling within Zones 1 through 5 will be paid for according to the prices offered under "**V. Shipping Charges**".

In addition, on most orders the government will require delivery f.o.b. contractor's city to the following 2 or 3 GPO addresses with the quantities required noted on the print order. The contractor will be reimbursed as indicated below. The ordering agency will be responsible for determining on each print order what the unique quantity of Superintendent of Documents quantities are to be. Agencies are advised to review Circular Letter NO. 793 regarding Superintendent of Documents copies or contact the Denver Regional Office at (303) 236-5292 for any clarification.

Library of Congress *
US/Anglo Division
Government Documents Section
101 Independence Avenue SE
Washington, DC 20540-4172
Mark For: File Copies

U.S. Government Publishing Office
Depository Receiving Section
44 H Street NW
Loading Dock
Washington, D.C. 20401
Mark For: "Depository Copies" Item No.

International Exchange System
Depository Receiving Section
44 H St., NW, Loading Dock
Washington, DC 20401
Marked: IES Copies

*NOTE: All shipments to this destination must be via FedEx, UPS, or United States Postal Service (USPS).

The Government will make arrangements to wrap or otherwise prepare the furnish material in preparation for delivery to the contractor's plant. All expenses incidental to returning materials must be borne by the contractor from any address within the United States.

RECEIPT FOR DELIVERY: The 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; 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 voucher/invoice for payment.

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

The print order, furnished materials, and proofs must be picked up from and delivered to the address under "**Distribution**". The following schedule begins after notification of the availability of print order and furnished material.

Complete production and distribution must be made within 15 workdays after availability of print order and furnished material. Shipments must be made direct to the destination as indicated on the print order and must be **delivered** to that point **on or before** the ship/deliver date on the print order provided it is to a location(s) in Zones 1 through 5. The ship/deliver date indicated on the print order is the date the products ordered are to be **delivered** in-hand to the destination(s) specified.

Proofs and/or check discs will be withheld no more than two workdays.

The proof hold period by the Government begins when proofs are **received** by the designated party and ends when the contractor is notified that the proofs are **available for pick-up** by the contractor or their designated service.

Proofs, along with the Government furnished material, a copy of the print order, the contractor's usual proof cover memo form, and information identifying a point of contact and their phone number at the contractor's plant will be sent directly to the ordering agency by the contractor. The contractor is directed to use the furnished "Proof" label (GPO Form 892) (or contractor's standard "Proof" label provided it contains a full identification of the order) and to include a filled-out return bill of lading or similar document to be used by the agency for the return of the proofs. **The cost of transporting of the proofs and the furnished materials BOTH ways is to be borne by the contractor.** The contractor has the option of using their own personnel to pick up and deliver the proofs. Any terms and conditions on the contractor's proof documents are subordinate to GPO Contract Terms.

For each print order placed, contractor must notify the ordering agency of shipment on the same day that the product ships via email to the address indicated on the print order. **In addition, the Denver RPO must be notified of the in-hand delivery date via email to: infodenver@gpo.gov.** The subject line of these messages shall be "Distribution Notice for Program 3871-SP, 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/shipping receipts upon request. Failure to provide delivery information to the Denver RPO will directly impact contractor's compliance record.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with the 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 requirements** 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.	1.	(a)	1	2.	(a)	3	IV.	1.	(a)	60
		(b)	20		(b)	1. 3			(b)	2
		(c)	1. 26			2. 28			(c)	2
			2. 80		(c)	1			(d)	2
		(d)	1					2.		3
		(e)	18					3.		6
II.	(a)	5						4.		23
	(b)	10						5.		9
			(1)	(2)				6.		10
III.	1.	(a)	1	9				7.		15
		(b)	1	4				8.		2
		(c)	6	48				9.	(a)	1
	2.	(a)	1	9					(b)	1
		(b)	1	4				10.		3
		(c)	3	12				11.		2
	3.	(a)	8	53			V.	(a)	1	
		(b)	7	43				(b)	3	
	4.	(a)	1	5				(c)	12	
								(d)	4	
								(e)	1	

***Subcontracting. Predominant Function: CD-ROM & DVD-ROM Masters and/or Replication.**

The term of this contract is for one year and up to four option years.

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SECTION 4. - SCHEDULE OF PRICES

Offers are f.o.b. destination within the FMCSA Commercial Zone of Denver, Colorado and the municipalities of Golden, Colorado and Boulder, Colorado, and f.o.b. contractor's city for all small parcel carrier shipments outside the areas indicated above (shipments 120 pounds or less), and f.o.b. destination for all other shipments over 120 pounds within Zones 1 through 5. All offers must **INCLUDE "INSIDE DELIVERY"**.

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

Offeror must make an entry in each of the spaces provided. Offers submitted with any obliteration, revision, or alteration of the order and manner of submitting offers, may be declared nonresponsive. Offers submitted with "NB" (No Quote), "NA" (Not Applicable), or blank spaces for an item may be declared nonresponsive. An entry of "NC" (No Charge) shall be entered if offeror intends to furnish individual items at no charge to the Government.

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.

A page-size unit will be defined as, and a charge will be allowed for, each unit of 94 square inches, as measured on finished trim size; fractions of a unit will be considered a whole.

All vouchers/invoices submitted to the agency shall be based on the most economical method of production. Fractional parts of 100 will be prorated at the per 100 rate.

I. CD-ROMs and DVD-ROMs: Prices offered shall be all inclusive for the production and delivery of discs in accordance with the term of these specifications; and must include the cost of all required materials and operations (including testing of predistribution inspection samples), including the printing of labels on discs and the **proofing of the title as previously specified**. Only one mastering charge will be allowed per disc regardless of the number of replications produced.

- 1. **CD-ROM:**
 - (a) Premastering to ISO 9660..... per disc..... \$_____
 - (b) Mastering..... per master..... \$_____
 - (c) Replication of CD-ROM discs, including printing up to four color process disc label:
 - 1. Quantity up to 500 discs (identical)..... per 100 discs..... \$_____
 - 2. Quantity over 500 discs (identical)..... per 100 discs..... \$_____
 - (d) Set-up charge for stored stamper (represses)..... per disc..... \$_____
 - (e) Pre-production/check disc..... per disc..... \$_____

NOTE: No mastering charge shall be allowed on orders for repressing from an existing stored stamper, however, the contractor shall be allowed one "set-up" charge per stamper (item "(d)" above). Replications produced from repressing shall be billed for under item "(c)" above.

(Initials)

2. **DVD-ROM:**

Single side, single layer

- (a) Mastering..... per master..... \$_____
- (b) Replication of DVD-ROM discs, including printing
up to four color process disc label
 - 1. Quantity up to 500 discs (identical)..... per 100 discs..... \$_____
 - 2. Quantity over 500 discs (identical)..... per 100 discs..... \$_____
- (c) Pre-production/check disc..... per disc..... \$_____

II. **PROOF:**

- (a) Digital Color Content proof per printed unit.. \$_____
- (b) High Resolution color match proof per printed unit.. \$_____

III. **PRINTING AND BINDING:** The prices offered must be all-inclusive for film, printing, paper, binding, and inserting (except for items listed under Item IV.), in accordance with the terms of these specifications. For pages/products/sides printing in more than one (1) ink color, a charge under “each additional color” will be allowed only for the pages/sides actually printed with the additional color(s). For pages/products/sides printing in four-color process charges will be allowed only under the line item for printing in four-color process.

		<u>Makeready and Setup Charges</u>	<u>Running Per 100 Copies</u>
		(1)	(2)
1.	INSERT CARD:		
	(a) Print in a single ink color..... per side.....	\$_____	\$_____
	(b) Print in each additional spot ink color..... per side.....	\$_____	\$_____
	(c) Print in four-color process..... per side.....	\$_____	\$_____
2.	INSERT FOLDER:		
	(a) Print in a single ink color..... per side.....	\$_____	\$_____
	(b) Print in each additional spot ink color..... per side.....	\$_____	\$_____
	(c) Print in four-color process..... per side.....	\$_____	\$_____
3.	BACK INLAY AND SPINE:		
	(a) Print in a single ink color..... per side.....	\$_____	\$_____
	(b) Print in each additional spot ink color..... per side.....	\$_____	\$_____
4.	WALLET/MAILER:		
	(a) Print in four-color process per each.....	\$_____	\$_____

(Initials)

IV. **PACKAGING:** Prices offered shall be all inclusive for the packaging of CD-ROMs/DVD-ROMs in

accordance with the terms of these specifications; and must include the cost of all required materials and operations, including shipping containers and the inserting of customer reply cards in shipping containers (when inserted in jewel boxes it will be paid under Item 11, when required). The cost of insertion of the CD/DVD into the packaging shall be inclusive in the price of Items 1 through 10 below.

1. Jewel Box Cases:
 - (a) Standard (1 disc)..... per 100 \$_____
 - (b) Slimline Dual (2 discs)..... per 100 \$_____
 - (c) Multi-disc (3-discs)..... per 100 \$_____
 - (d) Multi-disc (4-discs)..... per 100 \$_____
2. White View Paks™..... per 100 \$_____
3. Tyvek™ Sleeve (plain)..... per 100 \$_____
4. White Wove Sleeve (plain)..... per 100 \$_____
5. Jiffy Bags..... per 100 \$_____
6. Clear Slimline Single CD Box..... per 100 \$_____
7. Plastic Sleeve/Pressure Sensitive Back..... per 100 \$_____
8. Amaray Case..... per 100 \$_____
9. Clamshell Plastic Cases
 - (a) Clear Clamshell Plastic cases per 100 \$_____
 - (b) Colored Clamshell Plastic cases per 100 \$_____
10. White wallet/mailer with a duplex flap..... per 100 \$_____
11. Inserting Government furnished material into jewel boxes per 100 pieces \$_____

(Initials)

V. SHIPPING CHARGES:

The following charges cover the cost of shipping, as provided in "**SECTION 1. -- GENERAL TERMS AND CONDITIONS**", hereof, to destinations within each of the five zones (see below). Charges must be submitted in the order and manner requested; **minimum charges will NOT be accepted.**

Reimbursement for transportation costs for shipments **exceeding** 120 lbs. will be made in accordance with the contractor's quoted shipping charges. Offerors must quote a "per cwt." charge for each zone listed below with one "cwt." equal to 100 lbs.. Fractional parts of 100 lb. shipments will be prorated at the "per cwt." rate.

	Shipments over 120 lbs.	Delivered/ Shipped to Zone
(a) Cost per cwt.	\$ _____	1
(b) Cost per cwt.	\$ _____	2
(c) Cost per cwt.	\$ _____	3
(d) Cost per cwt.	\$ _____	4
(e) Cost per cwt.	\$ _____	5

NOTE: Failure to quote shipping charges to any zone may eliminate the Offeror from consideration for award.

EXPLANATION OF SHIPPING CHARGES: Destinations which are located within the various states and the District of Columbia fall within one of five Zones, as defined hereinafter. **The contractor will NOT be reimbursed for any shipments/deliveries within the FMCSA Commercial Zone of Denver, and the municipalities of Golden and Boulder, Colorado.**

- Zone 1: Colorado (**outside the Denver, CO FMCSA zone and the municipalities of Golden, Colorado and Boulder, Colorado**).
- Zone 2: New Mexico, Utah, Wyoming, and Montana
- Zone 3: California
- Zone 4: United States east of the Mississippi.
- Zone 5: The Continental United States West of the Mississippi excluding those areas in Zones 1 through 3.*

SHIPPING COSTS: Deliver all shipments f.o.b. destination in accordance with "**SHIPPING CHARGES**" under Item V. (a) through (e) in the "**SCHEDULE OF PRICES**". For the purpose of compensating suppliers for shipping charges to destinations falling within the five zones, except as provided under "**SHIPPING COSTS**", offerors are to quote a price as indicated in "**V. SHIPPING CHARGES**". The prices quoted, as applicable, will be applied to the weight of the ordered quantity.

*An exception to the above is any shipment delivered to Alaska or Hawaii. In cases where the weight exceeds 120 lbs. the agency will specify the method of shipment and furnish a Government Bill of Lading (GBL) or an account number to facilitate shipment. No charges will be allowed under "SHIPPING CHARGES" V. (a) through (e) for these shipments. For shipments of less than 120 lbs. the agency should be contacted for direction.

(Initials)

DISCOUNTS ARE OFFERED FOR PAYMENT AS FOLLOWS:

_____ **Percent**, _____ calendar days. See Article 12 "**Discounts**" of Solicitation Provisions in GPO Contract Terms (Pub. 310.2).

Offeror hereby acknowledges amendment(s) number (ed) _____

OFFERORS THAT ACCESS THE SPECIFICATIONS FOR THIS SOLICITATION VIA THE INTERNET FROM THE GPO WEBSITE MUST ACCESS THE GPO FORM 910 "OFFER" FROM THE PDF FILE AND SUBMIT IT ALONG WITH THE "SCHEDULE OF PRICES" AS REQUESTED BY THESE SPECIFICATIONS.

OFFEROR'S NAME AND SIGNATURE: When responding by Fax or Mail, fill out and return one copy of all pages in "**Section 4. - SCHEDULE OF PRICES**", including initialing where indicated. In addition a completed signed copy of the form 910 is required. Do not enter prices on GPO form 910. NOTE: The schedule of prices will prevail in instances where prices are inadvertently entered on GPO form 910.

Offeror _____ Contractor's Code _____

(Street Address)

(City - State)

By _____
(Signature and title of person authorized to sign this offer)

(Person to be contacted)

(Telephone Number)

e-mail address

(Facsimile Number)

SAMPLE OF THE QUOTE ENVELOPE

In order to ensure proper processing of all offers the following information is suggested on all quote envelopes.

Program Number **3871-SP**
From: _____
Address: _____

Postage
Stamp
Required
Here

Offer Enclosed

Offers will be received until
January 17, 2017 at **11 A.M.**
prevailing Denver, Colorado time.

|||||
U.S. Government Publishing Office
Denver Regional Office
Suite 208
12345 West Alameda Parkway
Lakewood, CO 80228-2842

U.S. GOVERNMENT PRINTING OFFICE
Printing Procurement Department

BID

All bids are subject to GPO Publication 310.2, Contract Terms (Rev. 6-01) which is incorporated by reference, and the representations and certifications on the reverse of part one of this GPO Form 910.

Shipment(s) will be made from: City _____, State _____

(The city(ies) indicated above will be used for evaluation of transportation charges when shipment f.o.b. contractor's city is specified. If no shipping point is indicated above, it will be deemed that the bidder has selected the city and state shown below in the address block and the bid will be evaluated and the contract awarded on that basis. If shipment is not made from evaluation point, contractor will be responsible for any additional shipping costs incurred.)

PROGRAM NO. _____ (BIDDER TO ATTACH SCHEDULE OF PRICES TO THIS BID FORM)

or

JACKET NO. _____

BID _____

Additional _____ Rate _____

Discounts are offered for prompt payment as follows: _____ percent, _____ calendar days.
See Provision 12 "Discounts" in GPO Contract Terms (Pub. 310.2).

Bidder hereby acknowledges amendment(s) number(ed) _____

In compliance with the above, the undersigned agrees, if this bid is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the bidder) from the date for receipt of bids, to furnish the specified items at the price set opposite each item, delivered at the designated point(s), in exact accordance with specifications.

Notice: Failure to provide a 60 day bid acceptance period may result in expiration of your bid prior to award.

COMPANY SUBMITTING BID

PERSON AUTHORIZED TO BID

Company _____

Name _____

Address _____

Title _____

City _____ State _____ Zip _____

Signature _____

GPO Contractor Code (if known) _____

Date _____

Telephone Number _____

Facsimile Number _____

Contracting Officer Review _____ Date _____ Certifier _____ Date _____
(Initials) (Initials)

Representations and Certifications

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

REPRESENTATIONS.

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

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

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

CERTIFICATIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The offeror certifies that-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Retain the certifications in the files; and

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

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

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