

U.S. GOVERNMENT PUBLISHING OFFICE
Washington DC and various Regional Offices

General Terms and Conditions

For procurements under

SIMPLIFIED PURCHASE AGREEMENT

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

Various U.S. Government Departments and Agencies

This request is for proposals to establish Simplified Purchase Agreements (SPA) with the U.S. Government Publishing Office (GPO) to meet the printing needs of various U.S. Government Departments and Agencies. This procurement vehicle has been established by the GPO in order to provide our customers with a simple, easy-to-use method of procuring a wide range of printing and printing related services valued at \$10,000.00 or less per order (excluding any Superintendent of Document copies ordered). Quotations for specific requirements will be solicited directly by the ordering agency. Factors other than price may be used in determining with whom to place an individual order. There are no limitations on the types of printed products or services that may be provided under these agreements. Agreements will only be entered into with contractors who certify that the pricing they provide under this agreement will be equivalent to, or lower than, those provided to any other customer. GPO will review the prices provided on a continuing basis and will terminate agreements with a contractor whose pricing violates this certification or is otherwise determined to be unfair or unreasonable. The Government will be under no obligation to, nor does it guarantee to, place any work with contractors with whom it establishes these agreements.

CONTRACTOR PROPOSAL: Contractors interested in establishing a Simplified Purchase Agreement for this requirement must complete and submit the SPA CONTRACTOR PROPOSAL FORM (Rev.4/14). Contractors may participate in more than one SPA program by submitting the Contractor Proposal Form to the respective office(s) with which they wish to participate. The list of participating offices and contact information is located at <http://www.gpo.gov/customers/a&c.htm>. Faxed or email proposals are permitted.

AREA OF CONSIDERATION: Due to the quick turnaround anticipated for a great many of the requirements to be purchased under this agreement, it is to be expected that most offers for quotations will be made to vendors having production facilities near the government office requesting the quotation.

GENERAL TERMS AND CONDITIONS

DESCRIPTION OF AGREEMENT: Agreements will be established between the U.S. Government Publishing Office (GPO) and commercial suppliers for the purpose of purchasing a wide variety of printed products and related services by a simplified procedure. This purchase vehicle shall be known as a Simplified Purchase Agreement (SPA). Purchases under this SPA shall not exceed the purchasing authority of the person placing each order up to a maximum of \$10,000.00 per order (exclusive of Superintendent of Documents copies).

The Government intends to enter into multiple agreements in order to meet its needs and may enter into additional agreements with other suppliers at any time.

SCOPE: Products ordered under these agreements will include the entire spectrum of printed products and related services. An idea of the anticipated requirements may be gained by reviewing the Contractor Proposal Form (page 10).

SECURITY: The contractor shall take all necessary precautions to insure against loss of forms or other reproducibles at any time prior to delivery at destination.

Proper control and handling must be maintained at all times to prevent any information or materials required to produce the product ordered under these specifications from falling into unauthorized hands. When indicated, all extra copies, materials, waste, etc. must be destroyed.

It is the contractor's responsibility to properly safeguard personally identifiable information (PII) from loss, theft, or inadvertent disclosure and to immediately notify the Government of any loss of personally identifiable information. PII is "information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc." Other specific examples of PII include, but are not limited to:

- a. Personal identification number, such as passport number, driver's license number, taxpayer identification number, or financial account or credit card number;
- b. Address information, such as street address or personal email address;
- c. Personal characteristics, including photographic image (especially of face or other distinguishing characteristic), fingerprints, handwriting, or other biometric image or template data (e.g., retina scans, voice signature, facial geometry).

Contractor is cautioned that no Government provided information shall be used for nongovernment business. Specifically, no Government information shall be used for the benefit of a third party.

When litigation copying is required, the Government reserves the right to require the contractor to furnish a listing of all personnel who will handle orders produced under this SPA in order that a background check may be conducted.

SCHEDULE: Schedules may range from several hours to several weeks and will be specified when a quotation is requested. Delivery date (and time, if applicable) indicated on the work order is the date (and time, if applicable) the product ordered must be received at the destination(s) specified. Deliveries may be required after normal business hours, on Federal holidays, or on weekends.

QUOTATIONS: Quotations will be solicited by the ordering agency for each individual order. Contractors must quote a complete and total price for the order. Counteroffers, such as specification change suggestions or alternate schedules, may be submitted.

Under these agreements, work will be placed with the contractor able to meet all the requirements of the order, and provide the best value to the Government, price and other factors considered. These other factors may include, but are not limited to, responsiveness, business practices, convenience, courtesy, attention to detail and elements of past performance including work quality, reliability, and schedule compliance. Generally, quotations will be solicited from three or more sources, however, for work valued at \$2,500 or less, a single quotation may be solicited. In such cases, work may be placed without additional quotations; however, additional quotations may be solicited to assure a fair and reasonable price.

Quotations will be solicited in person, by telephone, facsimile, e-mail, or other electronic communication and contractor must respond (by telephone, facsimile, e-mail, or other electronic communication) within the timeframe specified.

NOTE: The contractor may respond with a “no quote” if unable to perform the requirements of the order within the required schedule.

QUOTATIONS SUBMITTED FOR INDIVIDUAL ORDERS MUST BE EQUIVALENT TO THE LOWEST PRICE CHARGED BY THE CONTRACTOR TO ANY CUSTOMER FOR A LIKE PRODUCT OR SERVICE. SUBMISSION OF A PROPOSAL ON THIS AGREEMENT SHALL CONSTITUTE A CERTIFICATION BY THE CONTRACTOR TO THIS REQUIREMENT.

GPO reserves the right to request documentation to assure that the Government is receiving prices equivalent to those of the lowest provided to any customer(s). GPO will review the prices provided on a continuing basis and will terminate agreements with a contractor whose pricing violates the certification or is otherwise determined to be unfair or unreasonable.

The Superintendent of Documents may ride an agency order for additional copies, which will be specified with the quotation solicitation. The cost for these Superintendent of Documents copies shall be quoted as a separate total price and shall be based on a running rate for additional copies exclusive of any makeready and/or setup charges. The cost for Superintendent of Documents copies will not be a consideration in the \$10,000.00 maximum order price specified in this agreement.

Notification of placement of order and availability of materials will be given by telephone, facsimile, e-mail, or other electronic communication usually the same day on which quotations are required.

PURCHASING AUTHORITY: Upon certification, GPO will make available to each contractor a list of individuals authorized to solicit quotations and place work from each Federal Government Department or Agency utilizing this SPA. This list will also contain the purchasing authority limit of these individuals. Contractors are only to provide quotes to, and accept work from, these authorized individuals.

NOTE: In no instance, should work be accepted by an unauthorized user or over a designated user's authorized limit. Orders accepted over a designated user's authorized purchasing authority limit may be cause for non-payment for work performed on those orders.

WORK ORDER: A simplified ordering document will be used to specify requirements. All “Work Orders” must contain the signature of the authorized purchasing individual. A sample copy of a work order can be found at <http://www.gpo.gov/pdfs/customers/sfas/Form4044.pdf>. Upon receipt of a Work Order contractor shall verify that the Purchase Order and Contractor codes are correct.

CONTRACT TERMS: The provisions of GPO Contract Terms, GPO Publication 310.1 (Quality Assurance Through Attributes Program for Printing and Binding), GPO Pub. 310.3 (Quality Assurance Through Attributes Program for Microforms) and GPO Pub. 310.2, (Solicitation Provisions, Supplemental Specifications and Contract Clauses), as applicable, are a part of each order placed under this agreement. Specific provisions of this agreement or individual orders under this agreement will prevail if in conflict with GPO Contract Terms.

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

All GPO publications referenced in these specifications are available on the internet via the GPO website, <http://www.contractorconnect.gpo.gov>.

QUALITY: The quality of items produced under a SPA order shall conform to, and when necessary will be evaluated against, GPO's Quality Assurance Through Attributes Program (QATAP) for Printing and Binding as detailed in GPO Publication 310.1. Refer to <http://www.gpo.gov/pdfs/vendors/sfas/qatap.pdf>

QATAP Quality Levels II, III, or IV may be specified for requirements under this SPA. Absent a specified Quality Level on the work order, products shall be expected to conform to Quality Level IV for single color work, and Quality Level III for multi-color and process color work. GPO reserves the right to determine which Quality Levels of work will be offered.

Typical physical descriptions of the various Quality Levels are as follows:

Level II – Generally process color or multicolor requirements. Overall appearance is of primary importance. Finishing must be held to a high standard of accuracy, durability, and appearance.

Level III – Generally requires clean, sharp printing of single or multi-color (general process color work) and halftone reproductions up to 150-line screen. Finishing must be held to above average standards of accuracy, durability, and appearance.

Level IV – Products provide general information, usually black and white or line color (non-process) and occasional halftone reproductions. Utility is important, as well as basic, clean appearance. Finishing must be of an accuracy, durability, and appearance that does not impair the function of the product.

Four of the QATAP printing attributes require specifying the standard against which a product will be evaluated. Those particular attributes and the accompanying standards (with the various possible standards for each attribute listed in order of precedence) are as follows:

P-7. Type Quality and Uniformity - Standard will be (a) OK press sheet, (b) approved proofs, (c) furnished material, (d) average type density in publication, or (e) file setup.

P-8. Halftone Match (Single or Double Impression) - Standard will be (a) OK press sheet, (b) approved proofs, (c) furnished material, or (d) file setup.

P-9. Solid or Screen Tints Color Match - Standard will be (a) OK press sheet, (b) approved proofs, (c) furnished sample (previous printing), (d) furnished color swatch, or (e) specified Pantone Matching System (PMS) color.

P-10. Process Color Match - Standard will be (a) OK press sheet, (b) approved proofs, (c) previous printed sample, (d) furnished original, or (e) file setup.

NOTE: If a contractor has not submitted samples in the past or is interested in offering quotes at a higher quality level than previously submitted samples were rated, contact Quality Assurance at (202) 512-0542 for proper procedures in obtaining a quality level rating or updating the previous rating.

GOVERNMENT TO FURNISH: Copy/materials for reproduction may be furnished in various forms including camera copy, manuscript copy, reprint copy, electronic media, negatives, stamping/engraving dies, or other available forms. The reproduction copy medium and other furnished materials will be specified at the time of quotation solicitation and will be listed on the work order.

Furnished materials and work order will be available for pickup at an address specified in the solicitation. Although materials will generally be available for contractor pickup, the Government may deliver materials and will so specify when soliciting a quotation. The Government may also utilize "walkup" facilities with contractors offering that service. Some copy/materials may be available for transmitting electronically and will be furnished by this means if mutually agreed upon.

CONTRACTOR TO FURNISH: Other than those items listed under "Government to Furnish," the contractor shall furnish all materials and operations necessary to provide the product(s) and/or service(s) needed to complete an order.

PROOFS: Various types of proofs may be ordered. If proofs are required, the contractor must not print prior to receipt of an "OK to print".

When ordered, the number of sets and the type of proof requested will be indicated on the Work Order.

If any contractor's errors are serious enough in the opinion of the GPO to require revised proofs, the revised proofs are to be provided at no expense to the Government. No extra time can be allowed for this reproofing; such operations must be accomplished within the original production schedule allotted in the specifications.

When the following proofs are ordered, contractor must meet these specifications:

PRIOR TO PRODUCTION SAMPLES MAY BE REQUIRED: When requested, the number of samples will be indicated on the Work Order.

If required, prior to the commencement of production of the contract production quantity, the contractor shall submit a number of printed samples (number to be specified on work order) for each type of product in required trim sizes to the ordering agency. All samples will be tested for conformance of material(s) and/or for construction. The container and accompanying documentation shall be marked "PREPRODUCTION SAMPLES" and shall include the GPO jacket, purchase order, work order and program numbers.

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

Contractor must submit the prior to production samples (with the electronic media, when furnished) within ****~~(X)~~** workdays of receipt of "O.K. to print" on proofs. ****Hold time will specified on the work order.**

The Government will approve, conditionally approve, or disapprove the samples within ****~~(X)~~** 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 that the 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 article 12 "Notice of Compliance with Schedules" of contract clauses in 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.

STOCK/PAPER: The required paper will be specified at the time of quotation solicitation and will be listed on the work order. 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 or the latest version in effect at the time of award. A copy of the "Government Paper Specification Standards" is available at: http://www.gpo.gov/pdfs/customers/sfas/vol12/vol_12.pdf

PRINTING/IMAGING: Printing, duplicating, copying, foil stamping, thermographic (raised) imaging, embossing, engraving, and other related imaging methods may be ordered.

Lithographic inks must contain a minimum 20% vegetable oil.

CD-ROM and/or DVD DUPLICATION/REPLICATION: Orders may require duplication/replication of a CD-ROM or DVD.

Attention is directed to the patent indemnification provisions of GPO Contract Terms (Pub. 310.2 (Rev. 6-01)) since the successful bidder will be responsible for compliance with all applicable patents.

NOTE: Several firms claim patent rights, which may be applicable to DVD duplication/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 duplication of DVDs and assert that it is impossible to manufacture or duplicate a DVD without infringing these patents. The patent claims cover, among other things, both the physical structure of and the manner in which data is encoded on a DVD. Other firms, including Discovision Associates, Irvine, CA also claim similar patent rights.

By submission of a quote for any orders requiring DVD duplication/replication, contractors certify that they hold a license under all patents applicable to their duplication/replication of DVDs. If DVD duplication/replication is subcontracted, contractor must certify that their sub-contractor holds a license under all patents applicable to their duplication/replication of DVDs.

Delivered CD-ROMs must conform to the International Organization for Standardization (ISO/International Electrotechnical Commission (IES) International Standard 10149, "Information Technical – Data Interchange on Read-Only 120 mm Optical Data Disks (CD-ROM)," and ISO International Standard 9660, "Information Processing – Volume and File Structure of CD-ROM for Information Interchange."

BINDING: Various binding methods may be ordered.

PACKING: Any prescribed packing or packaging required for an individual job will be specified with the order. If no particular packing and/or packaging requirements are specified, the contractor shall pack suitably for safe delivery to the consignee(s) in an undamaged condition.

DELIVERY: Products ordered will generally require delivery to a location or locations within the U.S. The address or addresses will be indicated at the time of quotation solicitation and will be listed on the work order. Occasional orders may require delivery outside this area. Orders must be delivered f.o.b. destination. Inside delivery to room number(s) indicated will be required when specified. The Government will pick up completed orders when so specified, when utilizing walkup service, or as otherwise agreed.

Copies produced for the Superintendent of Documents must be delivered f.o.b. destination to up to three locations in Washington, DC, and/or Laurel, MD. The address will be provided on the work order.

A copy of the work order or a suitable delivery ticket identifying the order must be signed and dated by the recipient of the order and must be submitted with the contractor's voucher/invoice for payment.

CONTRACT MODIFICATIONS: Customer Agencies may modify requirements after placing work orders. They will negotiate any price adjustments directly and document such changes in writing. Written documentation may be in the form of an edited work order, email or a form. Copies of documentation will be submitted to the Contractor and GPO. Any modifications that increase the Customer cost over \$10,000 must be negotiated by the GPO office administering the contract. To ensure prompt payment, verify that GPO has received the modified price and documentation from the ordering agency prior to submitting invoice to GPO.

PAYMENT PROCEDURES: Contractors are requested to submit voucher/invoice within 10 days of delivery. Contractor submission of a voucher/invoice constitutes representation that the material ordered has been delivered as specified and the contractor agrees to replace or repair non-conforming materials.

GPO will accept written or facsimile vouchers/invoices. A copy of the work order with proof of delivery signature must be included, and each individual job must be identified and separately priced when vouchers/invoices are submitted. Submit vouchers/invoices to: **Comptroller, Stop FMCE, U.S. Government Publishing Office, North Capitol and H Streets, NW, Washington, D.C. 20401 or fax to 202-512-1851.** To expedite payment, fax the bar code cover sheet to the Comptroller. Refer to the following web page for instructions: <http://winapps.access.gpo.gov/fms/vouchers/barcode/>

GPO prefers to make payment by electronic funds transfer (EFT) or other approved electronic means. Payment will be made 30 days after receipt of an acceptable voucher/invoice unless a suitable discount is offered for payment in the shorter timeframe. Prompt payment discounts will not be a factor in determining award of the individual work order.

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 from the GPO Internet site at <http://www.gpo.gov/pdfs/vendors/sfas/sf3881.pdf> 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.

CONTRACTOR PROPOSAL FORM: Contractors must have a GPO contractor's code in order to participate in the SPA. Contractors can register for a GPO contractor's code at <http://contractorconnect.gpo.gov/>. A contractor's code will not be issued until a W-9 form is submitted.

Any questions in terms of completing the Contractor Connection registration process, should be addressed to the Bid Room Section at 202-512-0526.

In order to be enrolled in the SPA program, Contractors must complete, sign, and submit the Contractor Proposal Form (pages 9 through 10) to the SPA office program with which they wish to participate. Forms may be submitted via fax, email, or mail. The various office locations and contact information are located at <http://www.gpo.gov/customers/a&c.htm>.

NOTE: Contractors must update their SPA information as changes occur with the office of the SPA that they are certified on. Further updates of company information are to be made via Contractor Connection <http://contractorconnect.gpo.gov/> on a regular basis. It is also important to update and submit a W-9 Form for IRS tax purposes annually.

U.S. GOVERNMENT PUBLISHING OFFICE

SPA CONTRACTOR PROPOSAL FORM

*Required Fields

*GPO Contractor's Code (Required): _____ - _____

*Company Name

*Street Address

*City, State and Zip Code

Walkup service available: Yes No

Business hours: _____ Time Zone: _____

Largest major city near you firm's location _____

Web Address (optional): _____

***The following individuals are authorized to provide quotes for individual jobs:**

Name	E-mail address	Telephone number	Fax number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CERTIFICATION: By submission of this proposal, the contractor certifies that they have read the Simplified Purchase Agreement in its entirety and the quotations offered for individual jobs under this SPA will be equivalent to the lowest prices provided to any customer for like products or services.

Discounts are offered for payment as follows: _____ percent, _____ calendar days (minimum 20 days).

(Discounts are for payment purposes only; not an evaluation factor for award.)

*Signed By: _____

(Printed Name)

(Signature)

(Date)

For questions regarding this Contractor Proposal Form email or call the respective SPA office located at <http://www.gpo.gov/customers/a&c.htm>

SPA CONTRACTOR PROPOSAL FORM

Please indicate which of the following services and products will be provided under this agreement. This list is not meant to be comprehensive and will only be used as a guide by the ordering agency in determining from whom to solicit quotations. This agreement is intended to cover the entire spectrum of printed products and services.

PRINTING:

- Single Color
- Multiple Colors
- Process Color

COPYING:

- Black
- Color
- Litigation

OVERSIZED COPYING:

- Black
- Color

DIGITAL IMAGING:

- Black
- Color

BINDING:

- Drilling
- Saddle
- Perfect
- Spiral
- Comb
- Velo
- Tape
- Case

PROOFS:

- Digital/inkjet
- High Resolution / 2400 x 2400 dpi

PRODUCTS:

- Bags - Canvas
- Bags - Paper
- Bags - Plastic
- Banners
- Binders
- Blueprints/Blackprints
- Bookmarks - Paper
- Bookmarks - Ribbon
- Books/Pamphlets
- Certificates
- Decals/Labels – Flexography/Offset
- Decals/Labels – Screen Process

- Envelopes – Construction & Printing
- Envelopes – Printing Only
- Folders – Presentation/Pocket/etc.
- Forms - Multipart
- Forms - Single Leaf
- Invitations
- Magnetic Forms
- Maps
- Plaques
- Posters
- Presentation Materials
- Promotional/Recruitment Items (T-shirts, Buttons, etc.)
- Signs
- Tab Dividers
- Tags - Paper
- Tags – Plastic
- Transparencies

SERVICES:

- 508 Compliance
- Bates Numbering/Labeling
- Calligraphy
- CD-ROM/DVD Duplicating/Replicating
- Die-Cutting
- Digital File Conversion
- eBooks
- Editorial Services
- Electronic Media
- Embossing
- Engraving
- Foil Stamping
- Framing
- Laminating/Mounting
- Letterpress/Crash Printing
- Mailing Preparation/Services
- Printing on Plastics
- Publication Art/Graphic Design
- Screen Process Printing
- Thermography
- Translation Services
- Typesetting/Composition
- Videos

OTHER PRODUCTS/SERVICES: _____