

U.S. GOVERNMENT PUBLISHING OFFICE

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 submit an application on GPO Publish (<https://publish.gpo.gov>). For questions about the SPA program, contact the GPO Simplified Purchases team at spa@gpo.gov.

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.

SUBCONTRACTING: Printing is the predominant production function unless otherwise specified. Subcontracting printing of promotional items is allowed. Promotional items are identified as non-traditional media and examples include but are not limited to apparel, pens/pencils, mugs, tents, etc.

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 \$5,000 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 for a dollar amount above 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. Upon receipt of a Work Order contractor shall verify that the Purchase Order and Contractor Code are correct. Failure to verify accuracy of contractor information may result in delay and/or inability to make payment to contractor.

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), latest version in effect at the time of award - 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.

All GPO publications referenced in these specifications are available on the internet via the GPO web-site, <https://www.gpo.gov/how-to-work-with-us/vendors/forms-and-standards>.

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. 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) camera copy, (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) camera copy, or (d) file setup.

P-9. Solid or Screen Tints Color Match - Standard will be (a) OK press sheet, (b) approved proofs, (b) 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) furnished original, or (d) file setup.

NOTE: To become registered under the SPA program, it is recommended that contractors submit printed samples for evaluation by GPO's Quality Control for Published Products to receive a quality level. If a contractor is interested in offering quotes at a higher quality level than previously submitted samples were rated as equal to, contact Quality Control for Published Products at qcqp@gpo.gov for current submission and evaluation procedures.

GOVERNMENT TO FURNISH: Copy/materials for reproduction may be furnished in various forms including camera copy, manuscript copy, reprint copy, electronic media, 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 via electronic transmission (e.g., e-mail, FTP), for pickup at an address specified in the solicitation, or for in-person delivery to the contractor's facility. Method will be specified when soliciting a quotation.

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 proofs are ordered, contractor must meet the requirements with quantities as specified, following the following standards:

Digital Content Proofs:

Digital black only or color as required content proofs. Direct to plate must be used to produce the final product with a minimum resolution of 2400 x 2400 dpi. Proofs must be 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, trimmed and folded to the finished size of the product, as applicable.

Ink Jet Proofs:

Inkjet proofs that are G7 profiled and use pigment-based inks. A proofing RIP that provides an option for high quality color matching (such as Device Links Technology and/or ICC Profiles Technology), and meets or exceeds industry tolerance to ISO 12647-7 Standard for Graphic Technology (as of 3/19/09, and future amendments) must be utilized plus GRACoL 2006 Coated #1 specifications (CGATS TR006) must be achieved. Output must be a minimum of 720 x 720 dpi on a GRACoL or

SWOP certified proofing media. Proofs must contain the following color control strip to be evaluated for accuracy: IDEAlliance ISO 12647-7 Control Strip 2009 or 2013(i1).

Proofs must contain color control bars (such as Brunner, GATF, GRETAG, or RIT) for each color of ink on the sheet. Control bars must be placed parallel to the press's ink rollers and must show areas consisting of minimum 1/8 x 1/8" solid color patches; tint patches of 25, 50 and 75%; dot gain scale; and gray balance patches for process color (if applicable). These areas must be repeated consecutively across the sheet.

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

Electronic Soft Proofs:

Contractor to submit one "Press Quality" PDF soft proof (for content only) using the same Raster Image Processor (RIP) that will be used to produce the final printed product. PDF proof will be evaluated for text flow, image position, and color breaks. Proof will not be used for color match. Contractor must call agency contact specified on Work Order to confirm receipt.

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.

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

The Government will approve, conditionally approve, or disapprove the samples within specified hold time on the work order. 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 reason(s) 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.

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 and on the equipment 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. 13" dated September 2019 or the latest version in effect at the time of award. A copy of the "Government Paper Specification Standards" is available at: https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/vol_13.pdf

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

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 provision of GPO Contract Terms (Pub 310.2) latest version in effect at the time of award, since the successful bidder will be responsible for compliance with all applicable patents/required licensing and the Buy American Act.

CD Duplication: All delivered CD duplicates must conform to the physical specifications as defined by International Organization for Standardization (ISO)/International Electrotechnical Commission (IEC) International Standard 10149, "Information Technology - 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." Additionally, all delivered CD duplicates must meet or exceed the error-detection and correction specifications as defined by ISO/IEC Standard 10149. All delivered CD duplicates must be free of Error Correcting Code (ECC) errors.

CD Replication: Contractor must furnish all materials and services as required to create CD disks from a furnished, one-off CD. Contractor must read the data from the CD and premaster it into the ISO 9660 format. All delivered CD replicates must conform to the physical specifications as defined by International Organization for Standardization (ISO)/International Electrotechnical Commission (IEC) International Standard 10149, "Information Technology - 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." Additionally, all delivered CD replicates must meet or exceed the error-detection and correction specifications as defined by ISO/IEC Standard 10149. All delivered CD replicates must be free of Error Correcting Code (ECC) errors.

DVD Duplication: All delivered DVD duplicates must conform to the physical specifications as defined by the DVD Forum. Additionally, all delivered DVD duplicates must meet or exceed the error-detection and correction specifications as defined by DVD Forum. All delivered DVD duplicates must be free of Error Correcting Code (ECC) errors.

DVD Replication: Contractor must furnish all materials and services as required to create DVD discs from a furnished, one-off DVD. Contractor must read the data from the DVD and premaster according to the DVD Forum. All delivered DVD replicates must conform to the physical specifications and standards as defined by the DVD Forum. Additionally, all delivered DVD replicates must meet or exceed the error-detection and correction specifications as defined by DVD Forum. All delivered DVD replicates must be free of Error Correcting Code (ECC) errors.

Printing on CD-ROM or DVD: All inks and adhesives used for the disc (as applicable) shall not damage the lacquer layer or negatively impact usability. Contractor to print directly on the disc or apply an adhesive label to the face of the disc, as stated on the individual order. If not stated, the method is at the contractor's option. When printing directly on the disc, a white base coating is required prior to printing other images.

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.

Upon completion of each order, the contractor must provide proof of delivery to GPO Compliance at Compliance@gpo.gov. Proof of delivery may be tracking information showing confirmed delivery, signed delivery receipts, a copy of the work order signed and dated by recipient, or USPS receipts.

CONTRACT MODIFICATIONS: Customer Agencies may modify requirements after placing work orders. To process a change on an awarded Work Order, the SPA Modification Justification form is required. This is required for any change that results in either increasing or decreasing the dollar amount for any order or changes to the contract delivery schedule. **Customer Agencies shall send a copy of the original SPA Work Order Form 4044 with the SPA Modification Form to both the vendor and the GPO Simplified Purchases team (spa@gpo.gov).** Any modifications that increase the Customer cost over \$10,000 must be negotiated by the GPO Simplified Purchases team. 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. Vendors should be providing their invoice, original work order, modification form (if applicable), and proof of delivery (this may be a separate document or may be the work order with signed receipt acknowledgement by recipient). 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: <https://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html>.

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 invoice-inquiry@gpo.gov.

A copy of SF-3881 is available from the GPO Internet site at <https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/sf3881.pdf?sfvrsn=2> 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 REGISTRATION: Prior to submitting an application for the SPA program, contractors must be registered in GPO Publish and have a GPO contractor's code. Contractors can register for a GPO contractor's code on GPO Publish at <https://publish.gpo.gov>. A contractor's code will not be issued until a W-9 form is submitted.

Any questions in terms of completing the GPO Publish contractor registration process should be addressed to the Bid Section at 202-512-0526 or bidsection@gpo.gov.

In order to be enrolled in the SPA program, contractors must log in and submit an application for the SPA program in GPO Publish (<https://publish.gpo.gov>). If approved, the contractor will be issued a Purchase Order Number for the SPA program.

NOTE: Contractors must update their company information as changes occur via GPO Publish on a regular basis.