

# MEMORANDUM OF AGREEMENT

Between  
THE U.S. GOVERNMENT PRINTING OFFICE  
And  
**(AGENCY DEPARTMENT NAME)**  
(\*Specific Division, City, State)

## PURPOSE

This agreement is to create and support the use of Simplified Purchase Agreements (SPAs) by the (Entire Department Name - \*as written above), (hereinafter, “**AGENCY ACRONYM**”). SPAs are established by the U.S. Government Printing Office (GPO) with commercial vendors to provide a vehicle for small, local purchases of printing and/or related products and services. SPAs will retain for “**AGENCY ACRONYM**” the maximum possible convenience and control of small purchases. “**AGENCY ACRONYM**” will nominate agency personnel who have “**AGENCY ACRONYM**” procurement authority to use GPO SPAs, and will document for GPO this authority for each individual nominated.

## OBJECTIVES

Lower administrative costs for the Government and the participating vendors

Improved procurement opportunities for local small business concerns

A vehicle for local small businesses to market their services directly to originating agencies

Effective and appropriate inclusion of products ordered in the programs of the Superintendent of Documents in a manner acceptable to the Superintendent of Documents that is as administratively easy for ordering agencies as possible

Direct order placement on the basis of best value (price and other factors considered such as responsiveness, business practices, convenience, courtesy, attention to detail and elements of past performance including work quality, reliability and schedule compliance)

Fair and reasonable prices

Maximum use of Government Paper Specification Standards to comply with Executive Order 13101 and compliance with paper specifications through GPO testing

Maximum use of the GPO Quality Assurance Through Attributes Program (QATAP) to assure compliance with specification requirements through GPO testing

## AGREEMENTS

### THE PARTIES SIGNING THIS AGREEMENT AGREE:

GPO contracting officers are the responsible government representatives for the contract administration, including payments of orders to be placed under the SPAs entered into between the GPO and vendors, and

The GPO is authorizing specific individuals of “**AGENCY ACRONYM**” to solicit quotations and place orders under the SPAs established, using their independent procurement authority and subject to the limitation of \$10,000 and the documentation of best value to the Government, and

“**AGENCY ACRONYM**” may use SPAs to acquire information products and related services up to \$10,000 in value directly from commercial sources and make maximum use of electronic commerce when available, and

SPA use will begin when mutual agreements have been established and training and certification have been completed and will extend until terminated by either party upon written notice of at least 30 days, and

The \$10,000 limitation applies only to products or services ordered for “**AGENCY ACRONYM**” and not to products ordered for the Superintendent of Documents, and

GPO will make prompt contractor payments and invoice “**AGENCY ACRONYM**”, making available a record of SPA purchases. When “**AGENCY ACRONYM**” uses a Deposit Account for a SPA account, such records will be available to “**AGENCY ACRONYM**” through a personal computer access.

### THE PARTIES FURTHER AGREE THAT THE GPO WILL:

- evaluate proposing vendors and their proposals, enter into agreements with responsible vendors, and
- provide “**AGENCY ACRONYM**” with vendor information for solicitation and award, and
- train and certify “**AGENCY ACRONYM**” personnel nominated, and
- authorize in writing those individuals approved by the GPO Contracting Officer, or designee, to solicit quotations and place orders under the SPAs established, and
- notify “**AGENCY ACRONYM**” in writing of the removal of any individual from authority to solicit quotations and place orders after a request from “**AGENCY ACRONYM**”, or for cause specified by the GPO Contracting Officer in writing, and

- confirm or negotiate changes that may be necessary to be made in work order requirements after award. Such changes that result in a contract price for agency products or services exceeding \$10,000 are outside the authority delegated to “AGENCY ACRONYM” and
- make no changes in any work order, including schedules, without consultation and agreement with “AGENCY ACRONYM” and
- evaluate finished products as requested and resolve “AGENCY ACRONYM” concerns with products delivered using GPO’s QATAP program, and

**THE PARTIES FURTHER AGREE THAT “AGENCY ACRONYM”, WILL:**

- nominate individuals who otherwise have government procurement authority up to at least \$2,500 to solicit quotations and place orders under the SPAs established, and
- notify the GPO whenever they want to add or remove any individuals from authority to solicit quotations and place orders under the SPAs established, and
- provide the Superintendent of Documents an opportunity to ride all appropriate orders using Circular Letter No. 456 as a guide to what order should be considered by Superintendent of Documents personnel, and
- solicit quotations from a single source for work valued at \$1,000 or less, and
- solicit quotations from three sources for work valued at more than \$1,000 and will award no orders exceeding \$10,000 (individual SPA purchasing authority, if less than \$10,000.00) in price for quantities ordered for “AGENCY ACRONYM”, and
- solicit quotations from additional sources when necessary to assure a fair and reasonable price or to assure responsive quotations for work with extremely short schedules, and
- award on the basis of best value in accordance with the provisions of the SPAs, and create a narrative justification and maintain documentation supporting any award on a basis of other than lowest price, and
- follow the “Guidelines for Agency Representatives attending Press Sheet Inspections” (GPO Publication 315.2) when appropriate, and
- negotiate changes within SPA limits and submit to the GPO for confirmation, and
- submit a request for all changes that may result in a work order valued greater than \$10,000 to the GPO for negotiation and confirmation, and

- examine products delivered for defects, and if defects are suspected, proceed in a manner consistent with GPO’s Quality Assurance Through Attributes Program (QATAP), and
- document the receipt date of orders and notify the GPO of late deliveries by email or facsimile by the close of each business day, and
- provide the GPO access to complete records of each order under the SPA, and
- not use the SPA to acquire anything for which a GPO requirements contract, written for “AGENCY ACRONYM”, already exists.

This Memorandum of Understanding and Agreement is hereby agreed to by all parties, to be effective on the date signed by the parties.

**(COMPLETE AGENCY NAME AS IT APPEARS ON PAGE 1)**

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**(NAME OF SIGNEE)** Date  
“AGENCY ACRONYM”, (Title)

**U.S. GOVERNMENT PRINTING OFFICE**

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Name, Title Date