## U.S. GOVERNMENT PRINTING OFFICE Charleston, SC

## GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For Procurement under a

## SIMPLIFIED PURCHASE AGREEMENT

as requested from the U.S. Government Printing Office (GPO) by

various Government agencies

NOTE: DIRECT ALL QUESTIONS OF A TECHNICAL NATURE CONCERNING THESE SPECIFICATIONS TO JOY MIMS (843) 743-2036 ext. 12, OR E-MAIL <a href="mims@po.gov">jmims@po.gov</a>. NO COLLECT CALLS.

Please submit proposals to the Charleston PPO. Proposals may be faxed (843) 743-2068, mailed, delivered, or e-mailed jmims@gpo.gov.

**DESCRIPTION OF AGREEMENT:** This Simplified Purchase Agreement (SPA) is established between the Government Printing Office (GPO) and commercial suppliers for various supplies and services which include but are not limited to the following: color copying, duplicating, litigation copying, printed products, typesetting, electronic forms design, and promotional items. It provides simplified procedures for various Government agencies to acquire these supplies and services from commercial sources while reducing administrative costs and providing opportunity for local small business concerns to support this need in their area.

This agreement shall be used by various Government agencies beginning when executed and ending upon notification by the GPO. It is to acquire required supplies and services with a cost per order not to exceed the procurement authority of the person placing each order up to a maximum of \$10,000.00.

**SCOPE:** Color copying, duplicating, litigation copying, printed products, typesetting, electronic forms design, calligraphy, CD-ROM and/or DVD duplicating/replicating, and other related supplies and services as required. Products required include books, pamphlets, flat sheet forms, certificates, typesetting, forms design, and various other items.

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

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

SCHEDULE: Orders will require delivery from approximately 4 hours up to 20 workdays after availability of furnished material, depending upon the complexity of the work required and the requirements of the ordering agency.

QUOTATIONS: Quotations will be solicited by the ordering agency for each individual order.

Quotations will be solicited by telephone, facsimile, e-mail, or other electronic communication and must be provided by telephone, facsimile, e-mail, or other electronic communication within timeframe indicated on the work order. Exception: The contractor may respond with a "no quote" if unable to perform the requirements of the order in the time required.

Quotations must include complete pricing. Quotations submitted for individual orders must be the lowest quotation for any customer for like products or services under any terms or conditions. Counter offers, if any (such as specification suggestions or alternate schedules) may be submitted.

Quotations must include a separate total price of any Superintendent of Documents copies to be delivered f.o.b. destination as indicated on the work order. Quotations for Supt. Docs copies are exclusive of any makeready or setup costs.

Notice of acceptance of quotation to the contractor and availability of material will be given by facsimile, e-mail, or other electronic communication within 30 minutes after receipt of quotations.

Work order and government furnished material must be picked up after notification of acceptance of quotation and availability of material, when required. The majority of orders will be picked up from the Agency facility or transmitted by other method mutually agreed upon by the contractor and ordering activity.

Under this SPA, work will be placed with the contractor quoting to meet all the requirements of the order and providing the **best value** to the Government, considering price and other factors. Generally quotations will be solicited from three or more sources. However, to further reduce administrative costs for work valued at less than \$1,000.00, a single quotation may be solicited. In such cases, work may be placed without additional quotations, or additional quotations may be solicited to assure a fair and reasonable price.

**WORK ORDER:** A simplified ordering document will be used to place all orders. All work orders must contain the signature of an authorized individual.

**AUTHORIZED INDIVIDUALS:** Contractors must provide quotes to and accept work only from authorized individuals. GPO will provide each contractor with a list of individuals authorized to solicit quotations and place work under this SPA. GPO will provide timely updates or changes in these authorizations as required.

**CONTRACT TERMS:** The provisions of GPO Contract Terms, GPO Publications 310.1, Quality Assurance through Attributes Program for Printing and Binding, and 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, and quality levels will apply when specified on an individual order.

All GPO publications referenced in these specifications are available on the internet via the GPO web-site, http://www.gpo.gov/vendors/sfas.htm.

**DISPUTES:** 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.

**QUALITY ASSURANCE LEVELS:** A typical physical description of the quality levels follows:

Level I – At this level, products are generally multicolor or process color work. Illustrations may be very fine line drawings, multicolor illustrations, or up to 300-line screen halftones.

Level II – Overall appearance is of primary importance. Products in this level generally have single color or multicolor subject matter. Finishing must be held to high standard of accuracy, durability, and appearance.

Level III – Generally requires clean, sharp printing of single or multi-color work (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 which 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.

Level V – One color type and line work only.

**PAPER:** The paper required will be as specified at the time of order. When paper ordered under this SPA references for a Joint Committee on Printing Code Number, it must meet the requirements of Government Paper Specification Standards No. 12, dated March 2011.

Government Paper Specification Standards No. 12 – http://www.gpo.gov/pdfs/customers/sfas/vol12/vol\_12.pdf.

**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 CD-ROM or DVD duplication/replication. For example see <a href="http://www.licensing.philips.com">http://www.licensing.philips.com</a>. U.S. Philips Corporation and Sony Corporation claim to hold patents for certain technologies essential to the manufacture and duplication of CD-ROMs and DVDs and assert that it is impossible to manufacture or duplicate a CD-ROM or 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 CD-ROM or DVD. Other firms, including Discovision Associates, Irvine, CA also claim similar patent rights.

By submission of a quote for any orders requiring CD-ROM or DVD duplication/replication, contractors certify that they hold a license under all patents applicable to their duplication/replication of CD-ROMs or DVDs. If CD-ROM or DVD

duplication/replication is subcontracted, contractor must certify that their sub-contractor holds a license under all patents applicable to their duplication of CD-ROMs or 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."

**CONTRACTOR TO FURNISH:** All materials and operations, other than those listed under "GOVERNMENT TO FURNISH," necessary to produce the products as ordered under this agreement.

**GOVERNMENT TO FURNISH:** Material as specified with the work order. Furnished materials and work order will be available for pickup by the contractor as indicated on the work order. If electronic transmittal is mutually agreed upon, the materials will be sent to the contractor within one hour. Pickup will be in the area indicated on the work order. Complete addresses will be given to the contractor at the time of notification of award.

**DELIVERY OF SHIPMENT:** Orders must be delivered f.o.b. destination, to the address indicated, unless otherwise indicated on the work order.

Deliver f.o.b. destination any required copies for the Superintendent of Documents to the address indicated on the individual work order when ordered.

NOTE: On orders requiring litigation copying, the contractor is responsible for submitting a work order, signed by the ordering agency as delivered, with the final cost indicated, to the GPO prior to billing.

**MODIFICATIONS:** Modifications increasing the total cost of a work order to an amount in excess of the purchaser's authority limit must be authorized and executed by the GPO Contracting Officer **prior to the additional performance**. All other modifications can be handled informally by the ordering agency.

**PAYMENT PROCEDURES:** Submit all invoices to: U.S. Government Printing Office, Comptroller, Stop FMCE, Washington, D.C. 20401. For instructions on how to submit billing invoices via fax, go to: http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html.

Contractor submission of a signed work order 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 signed work orders and will pay only electronically.

GPO will pay contractor 30 days after receipt of signed work order/billing documents.

Payments in less than 30 days may be made to contractors offering a suitable discount for payment in the shorter timeframe.

NOTE: Prompt payment discounts will not be a factor in determining award of the individual work order.

**CONTRACTOR PROPOSAL**: The Contractor's proposal must be completed in full. (See pages 5 and 6)

## SPA CONTRACTOR PROPOSAL FORM

By submission of this offer, the contractor certifies that the quotations for individual jobs under this SPA will be the lowest for any customer for like products or services under any terms or conditions.

The following individuals are authorized to provide a quote for individual jobs: **NAME** TELEPHONE NUMBER FAX NUMBER E-MAIL The hours of business for accepting requests for quotations are: Payment Terms: % Days Walk-Up Service: Yes\_\_\_\_\_ No\_\_\_\_ Web Address: Please write in the name of the largest major city near you firm's location. (City/State/Zip Code) \_\_\_\_\_ Date: \_\_\_\_\_ (Signature)

(Contractor Code)

(Printed Name)

Please indicate which of the following services and products will be available under the agreement (must be performed in house unless the predominant function is waived by the ordering agency).

Printing in a Single Color	Books/Pamphlets
Printing in Multiple Colors	Forms – Single Leaf
Printing in 4-Color Process	Forms - Multipart
Copying – Black	Invitations
Color Copying	Folders – Presentation, Pocket, etc.
Oversized Copying - Black	Signs
Oversized Copying – Color	Posters
Digital Imaging – Black	Banners
Digital Imaging – Color	Thermography
Screen Printing	Foil Stamping
Saddle-Stitched Binding	Embossing
Perfect Binding	Engraving
Spiral Binding	Tab Dividers
Comb Binding	Envelopes – Construction and Printing
Velo Binding	Envelopes – Printing Only
Tape Binding	Bookmarks - Paper
Proofs – Bluelines	Bookmarks - Ribbon
Proofs – Matchprint or Equal	Decals/Labels
Digital Proofs	Stickers
Microfilm/Microfiche	Blueprints
Presentation Materials – Transparencies	Magnetic Cards
Plaques	Bags - Paper
Editorial Services	Bags - Canvas
Translations	Bags - Plastic
Publication Art, Graphic Design	Die-Cutting
Electronic Media	Laminating
Litigation Copying	Mounting
Bates Numbering/Labeling	Framing
CD ROM Duplicating	Calligraphy
Certificates	Mail Preparation/Services
Maps	Promotional/Recruitment Items (T-Shirts, etc)
Tags	Binders
Printing on Plastics	Letterpress/Crash Printing Over Furnished Forms
Other	