

## U.S. GOVERNMENT PRINTING OFFICE

General Terms and Conditions

For procurements under

**iPub.gov**

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

Various U.S. Government Departments and Agencies

On June 5, 2003 a Compact was signed between the U.S. Government Printing Office (GPO) and the Office of Management and Budget (OMB) which allows Federal agencies direct access to printing vendors for the purpose of placing orders for printing and related services, while at the same time enabling the GPO to meet its statutory requirements. Both agencies seek to reduce the cost of Federal printing and to ensure access to all non-classified government publications. This solicitation is for a pilot program that will begin on October 1, 2003. We do not anticipate a large volume of orders to be placed during the initial pilot year.

Contracts will be established between the U.S. Government Printing Office (GPO) and commercial suppliers for the purpose of purchasing a wide variety of printed products and services through a front-end electronic system utilizing the World Wide Web. This purchase vehicle shall be known as iPub.gov (GPO Program 1). Purchases under this vehicle shall not exceed \$100,000 per order (exclusive of Superintendent of Documents copies).

NOTE: DIRECT ALL QUESTIONS OF A TECHNICAL NATURE CONCERNING THIS SOLICITATION TO [iPub@gpo.gov](mailto:iPub@gpo.gov) OR CALL THE iPub.gov SUPPORT TEAM AT 202-512-0319. (No collect calls.)

## GENERAL TERMS AND CONDITIONS

The Government intends to enter into contracts with multiple contractors in order to meet its needs under this iPub.gov purchasing vehicle. Contractors may submit a proposal to participate in this program at any time; there is no date restriction. Products ordered under these contracts will include the entire spectrum of printed products and services.

**PREAWARD SURVEY:** In order to determine the responsibility of a contractor, the Government reserves the right to conduct an on-site preaward survey at the contractor's facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to certification for participation on the contract.

**USING THE IPUB.GOV SYSTEM:** The entire contracting process, including all solicitations, bid responses, and related correspondence, will be completed electronically through the iPub.gov system. A Contractor must have a valid email account and internet access using Internet Explorer 5.5 or higher to participate in the program. The contractor will receive an account ID, username, and password to gain access to the iPub.gov system and be required to set up an account on-line once certified to participate on this program. Technology from Noosh, Inc. is being utilized to power the iPub.gov system and participating contractors are subject to the Noosh, Inc. user agreement that is attached with this solicitation. Submission of a proposal to participate in the iPub.gov program shall signify concurrence with the user agreement.

A web based training module will be available for contractors to familiarize themselves with the iPub.gov system after they are certified. It is encouraged that contractors view this training module to facilitate their use of the system. A Macintosh based system is not compatible for viewing the training module. If there are any questions after viewing the training module, contact our help desk at 202-512-0319 and ask for a member of the iPub.gov support team, or email questions to [ipub@gpo.gov](mailto:ipub@gpo.gov).

**QUOTATIONS:** Request for quotation (RFQ) will be solicited by the ordering agency for each individual order through the iPub.gov electronic system. Contractors must quote a complete and total price for the order unless otherwise specified on the RFQ. Counteroffers, such as specification change suggestions or alternate schedules, may be submitted.

Orders solicited under iPub.gov will be awarded to either the contractor who can provide the lowest price or to the contractor providing the best value to the Government, price and other factors considered. Basis for award will be indicated on the RFQ.

Any certified contractor will be able to submit a price quote on any job placed in the system. Except for those jobs valued at \$2,500 or less, each job will be posted on the iPub.gov web site. In addition, the Government may select certain contractors to which an invitation to quote will be directly emailed.

Contractor will be notified by e-mail that a job is available and quotations must be submitted through the iPub.gov web portal within the timeframe specified.

**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.** The U.S. Government Printing Office 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 contracts with a contractor whose pricing violates the certification (see page 5) or is otherwise determined to be unfair or unreasonable.

To participate in iPub.gov, the contractor agrees to pay a 3% trade discount on each order they produce. This 3% trade discount is to recoup the operating costs of the iPub.gov ordering activities. Offerors must include the 3% in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities. Contractor will be paid 3% less than the billed invoice amount. Any prompt payment discounts offered by the contractor would be in addition to this 3%.

**Submission of a proposal on this contract shall constitute a certification by the contractor to these requirements.**

**SUPERINTENDENT OF DOCUMENTS:** The Superintendent of Documents may ride an agency order for additional copies, which will be specified with the 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 \$100,000 maximum order price specified in this agreement.

In addition, when specified on the solicitation, the contractor must deliver the following:

- Printed Copies: Two printed copies of the job.
- Digital Deliverables: One copy of the native application files (digital deliverables) corrected to represent the final production files, which must be an exact representation of the final printed product. Delivered on CD-Write once medium written in compliant with ISO 9660 specifications.
- Repurposed Deliverables (PDF): One copy of a single, searchable Adobe Acrobat 5.x (PDF v 1.4) file (no hyperlinks, video or any other dynamic features) created by the contractor from the final production files. The PDF file must be press optimized. Deliverables may be delivered in conjunction with the same media as above.

This requirement may be subject to change during this pilot program.

Superintendent of Documents printed copies and electronic files are to be delivered to: U.S. Government Printing Office, N. Capitol and H St., NW, STOP PPC, Rm. C-807, Washington, DC 20401, M/F Supt. Docs. Deliverables, iPub.gov and the order number. These must be delivered by the delivery date indicated on the order. Contractors are not to send paper copies and electronic media through the U.S. Postal Service due to the possibility of destroying the materials during the irradiation process. Contractor will not be paid until such deliverables are received and verified for conformance to the specifications.

**QUALITY:** When indicated on the ordering document, the provisions of GPO Publication 310.1, Quality Assurance Through Attributes Program for Printing and Binding (QATAP), are a part of the order placed under this contract. Specific provisions of this contract or individual orders placed under this contract will prevail if in conflict with QATAP, and Quality Levels will apply when specified on an individual order.

*Note:* At time of certification, contractor will be recommended for award of jobs at the quality level that previously submitted samples were rated. 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. If no samples have been submitted, the contractor will only be rated a Quality Level IV contractor until such samples can be rated. Quality Level Attributes will not apply to all of the services ordered.

**PAPER:** The required paper will be specified at the time of quotation solicitation. When the paper ordered references a Joint Committee on Printing Code Number, it must meet the requirements of the most current version of Government Paper Specifications Standards (<http://www.access.gpo.gov/qualitycontrol/paperspecs/index.html>).

**COMPLIANCE:** Contractor's compliance will be monitored closely. Poor compliance could result in suspension from the iPub.gov program.

**CHANGES:** If any changes cause an increase or decrease in the cost of, or the time required for, performance of any part of the work, whether or not changed by the order, the request must go to the Ordering Agency Contracting Officer and they will make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

DISPUTES: Except as otherwise provided, all disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Ordering Agency Contracting Officer.

Note: Procurements conducted under this vehicle fall under the procurement regulations of the ordering agency.

PAYMENT PROCEDURES: When the job is complete, the contractor will enter into the iPub.gov system that the delivery is complete. The contractor will not be paid until the ordering agency has signed off that the job has been received in whole and the Superintendent of Documents has approved that they have received the digital deliverables and their paper samples of the job, when specified. Contractor will be electronically notified of these approvals and will then be able to generate a receipt to submit with their bill.

GPO will accept written or facsimile vouchers/invoices. A copy of the ordering document with approvals and delivery receipts must be included, and each individual job must be identified and separately priced when vouchers/invoices are submitted. Any required modifications to the specifications for additional payment are to be submitted and approved by the Ordering Agency Contracting Officer prior to submitting the bill. **All invoices are to be faxed to 202-512-0992 or sent to: U.S. Government Printing Office, Office of the Comptroller, STOP FMCS, Washington, DC 20401.**

GPO will only 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.

### CONTRACTOR PROPOSAL FORM

**CERTIFICATION:** By submission of this proposal, the contractor certifies that the quotations offered for individual jobs under this contract will be equivalent to the lowest prices provided to any customer for like products or services, realizes that a 3% trade discount will be deducted from the contractor invoice, and agrees to the attached Noosh, Inc. user agreement.

CONTRACTOR PROPOSAL: Contractors interested in establishing a contract for this requirement must complete and submit this page. Fax Proposal Form to 202-512-1551 or mail to: U.S. Government Printing Office, Stop PPC, Rm. C-807, N. Capitol and H St., NW, Washington, DC 20401.

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Web Address: \_\_\_\_\_

GPO Contractor's Code (if known): \_\_\_\_\_

If you are not a GPO registered contractor, you will need to go to <http://contractorconnect.gpo.gov> and register before you can be certified.

Primary Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Do you plan to use multiple plants to produce work on this contract? In so, please list all of the plants:

\_\_\_\_\_  
\_\_\_\_\_

Most Favored Customer. Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Volume of Business with Most Favored Customer: \$ \_\_\_\_\_ Per Year

Discounts are offered for payment as follows: \_\_\_\_\_ percent, \_\_\_\_\_ calendar days.

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

Upon certification, contractor will be given instructions on where to go and how to use the web based system.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed Name and Title)*

# Attachment

## NOOSH, INC. USER AGREEMENT

This **USER AGREEMENT** (this "Agreement") is entered into between the undersigned entity ("Company") and Noosh, Inc. ("Noosh"), to provide for Company's use of the Technology. The "Technology" includes without limitation Noosh Software, any Noosh applications, hardware infrastructure, any additional technology provided by Noosh (including any third party technology) and any associated documentation. The parties, by their duly authorized representatives, have executed and delivered this Agreement as of the Effective Date.

**LICENSE.** Company shall have the nonexclusive, nontransferable right to use the Technology for the sole purpose of processing and monitoring print jobs involving Company's production and sale of printed materials or related products and services for and to its customers and partners ("Buyers"). Company may not make any copies of the Technology. Company shall not: (a) remove any product identification, copyright notices, or other notices or proprietary restrictions from the Technology; (b) use the Technology for any commercial use other than as specifically agreed to in writing by Noosh; (c) transfer, sell, assign, license or otherwise convey the Technology to another party without Noosh's prior written consent; or (d) modify or reproduce the Technology. Any content that is provided as part of or for use with the Technology may only be used in conjunction with the Technology and may not be used separately from the Technology without the written consent of Noosh and any applicable third party vendor.

**NO OTHER LICENSE.** Except as expressly set forth in this Agreement, no license or right is granted to the Company, by implication, estoppel, or otherwise, under any patents, copyrights, maskworks, trade secrets, or other intellectual property by virtue of entering into this Agreement, or using the Technology.

**OWNERSHIP OF PROGRAMS.** The Technology is the proprietary product of Noosh. Company acquires only the right to use the Technology and does not acquire any rights, express or implied, in the Technology other than those specified in this Agreement. Noosh shall at all times retain all rights, title, interest, including intellectual property rights, in the Technology.

**ACCOUNT AND PASSWORD.** Company will receive an account id, usernames and passwords to gain access to and use the Technology. Company is responsible for maintaining the confidentiality of its usernames and passwords, and is fully responsible for all activities that occur under its usernames or account. Company agrees not to allow a third party to use its account, usernames or passwords at any time. Noosh cannot and will not be liable for any loss or damage arising from unauthorized use of Company's account, usernames or passwords.

**EXCLUSION OF WARRANTIES. THE TECHNOLOGY IS PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER WARRANTY. NOOSH DISCLAIMS ALL LIABILITY, DIRECT OR INDIRECT, FOR ANY CLAIM RELATING TO THE TECHNOLOGY, ANY THIRD PARTY VENDOR PRODUCT AND CONTENT, OR THE USE OF TECHNOLOGY THEREIN INCLUDING WITHOUT LIMITATION CLAIMS ARISING FROM PRODUCT LIABILITY, PERSONAL INJURY, DEATH, OR INFRINGEMENT OF ANY PROPRIETARY RIGHTS.**

**LIMITATION OF LIABILITY. NOOSH SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY COMPANY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF NOOSH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**VENUE ONLY; RELEASE.** Noosh is not involved in the actual transaction between Company, Buyers and other Technology users except to provide the venue for the Technology. Accordingly, in the event that Company has a dispute with one or more Buyers or other Technology users, Company releases Noosh (and Noosh's agents and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

**INDEMNIFICATION.** Company agrees to defend, indemnify and hold harmless Noosh and its agents, directors, officers and affiliates from and against any and all claims, losses, liabilities and damages of any kind (including reasonable attorneys' fees) relating to Company's access to and use of the Technology and/or breach of this Agreement, except to the extent resulting from the gross negligence or willful misconduct of Noosh.

**NONINFRINGEMENT BY COMPANY.** Company agrees that Company's use of the Technology and the use of information it places within the Technology shall not: (a) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, dealer agreements, unfair competition, anti-discrimination or false advertising); or (c) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing or obscene.

**TERM.** This license is effective until terminated. Noosh may terminate this license with or without cause at any time. Company may terminate this license at any time by notifying Noosh in writing or by email. The license shall also terminate automatically upon any breach of the terms of this license by the Company. In the event of any termination, Noosh may immediately remove all Company users from the use of the Noosh Software and Technology. .

**MISCELLANEOUS.** Noosh may audit Company's use of the Technology. This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. If there is a conflict between the terms of this Agreement and the applicable terms of a license agreement embedded on or within the software itself, the terms of this Agreement shall prevail.

It is the intent of each party, and each party agrees, that this Agreement is a binding contract by and between the parties, and shall have the full force and effect of such, even if this Agreement is unsigned by either party. However, this Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; and no other act, document, usage shall be deemed to amend or modify this Agreement. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

**GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of California as applied to contracts entered into by residents thereof and performed entirely within the state. Company may not export the Technology in violation of applicable export laws and regulations. Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in Santa Clara County, California and the parties consent to the jurisdiction and venue of such court. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees from the other party.