Program:	000 C		1							
	Quarterly Census of Employment and Wages (QCEW) Packages									
	Department of Labor (DOL) Bureau of Statistics (BLS)									
	Beginning July 01, 2021, and ending June 30, 2022		ADVANTAGE MAILII	NC LLC ANALIEIM	GRAY GR	ADUICE	NPC, IN	ıc	CURRENT CO	NTRACTOR
Term:	Beginning July 01, 2021, and ending June 30, 2022		ADVANTAGE MAILII		Capitol Hei		Claysbur		NPC.	
		BASIS OF	Allallell	II, CA	Capitoi nei	giits, wid	Glaysbur	у, га	NPC,	IIIC.
ITEM No.	DESCRIPTION	AWARD	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST
ITENINO.	DESCRIPTION	AWARD	UNITRATE	COST	UNITRATE	0031	UNITRATE	COST	UNITRATE	CO31
	PREPRESS:									
1.	FREFRESS.									
	Custom timowark nor hour	10	150.00	1,500.00	85.00	850.00	150.00	1,500.00		
	System timeworkper hour	10	130.00	1,500.00	65.00	050.00	150.00	1,500.00		
	PRINTING/VARIABLE IMAGING, BINDING, CONSTRUCTION,								Due to changes	in anacification
III.	ASSEMBLY, PACKING, AND DISTRIBUTION OF PACKAGES:								Due to changes current contractor	
	ASSEMBLI, FACKING, AND DISTRIBUTION OF FACKAGES.								current contractor	will flot be shown
(0)	Item 1: Letter - Version A (NVS/NCA)									
(a)										
	Printing and imaging in two colors, face only, including binding									
(4)	per letter Makeready and/or Setup	3	400.00	1,200.00	600.00	1,800.00	1,100.00	3,300.00		
		957	38.20		100.00		60.00			
	Running Per 1,000 copies	95/	36.20	36,557.40	100.00	95,700.00	00.00	57,420.00		
(b)	Item 2: Letter - Version B (NVM):	+								
	Printing and imaging in two colors, face and back, including binding									
,,,	per letter	1	400.00	400.00	600.00	600.00	4 400 00	4 400 00		
	Makeready and/or Setup		400.00				1,100.00	1,100.00		
	Running Per 1,000 copies	18	83.38	1,500.84	175.00	3,150.00	60.00	1,080.00		
(c)	Item 3: Letter - Version C (MWR):									
	Printing and imaging in two colors, face only, including binding									
	per letter	_								
	Makeready and/or Setup	5	400.00	2,000.00	600.00	3,000.00	1,100.00	5,500.00		
	Running Per 1,000 copies	892	38.20	34,074.40	100.00	89,200.00	60.00	53,520.00		
	Item 4: Letter - Version D (Special Survey):									
	Printing and imaging in two colors, face only, including binding									
	per letter									
	Makeready and/or Setup	1	400.00	400.00	600.00	600.00	1,100.00	1,100.00		
	Running Per 1,000 copies	100	38.20	3,820.00	100.00	10,000.00	60.00	6,000.00		
(e)	Item 5: Survey Form:									
	Printing and imaging in two colors, face and back, including binding									
	per form									
	Makeready and/or Setup	9	400.00	3,600.00	600.00	5,400.00	1,100.00	9,900.00		
	Running Per 1,000 copies	332	46.74	15,517.68	175.00	58,100.00	121.00	40,172.00		
(f)	Item 6: Form Additional Pages:									
	Printing in two colors and imaging in black, face and back, including									
	including bindingper page									
	Makeready and/or Setup	9	400.00	3,600.00	600.00	5,400.00	1,100.00	9,900.00		
	Running Per 1,000 copies	328	46.74	15,330.72	175.00	57,400.00	47.00	15,416.00		
(g)	Item 7: Cover Letter:									
	Printing and imaging in two colors, face only, including binding									
	per letter									
	Makeready and/or Setup	9	400.00	3,600.00	600.00	5,400.00	75.00	675.00		
	Running Per 1,000 copies	332	46.74	15,517.68	100.00	33,200.00	17.85	5,926.20		
(h)	Item 8: No. 10 Mail-out Envelope with Double Windows:									
	Printing in black, face only, including cost of envelopeper envelope									
	Makeready and/or Setup	12	400.00	4,800.00	225.00	2,700.00	50.00	600.00		
	Running Per 1,000 copies	2292	61.56	141,095.52	52.00	119,184.00	17.65	40,453.80		
(i)	Item 9: 9 x 12" Mail-out Envelope with Double Windows:			, and the second						
	Printing in black, face only, including cost of envelopeper envelope									
	Makeready and/or Setup	9	400.00	3,600.00	225.00	2,025.00	50.00	450.00		
	Running Per 1,000 copies	7	360.00	2,520.00	170.00	1,190.00	190.00	1,330.00		
(j)	Item 10: No. 9 Return Envelope:									
	Printing in black, face only, including cost of envelopeper envelope									
(1)	Makeready and/or Setup	9	400.00	3,600.00	225.00	2,025.00	50.00	450.00		
(2)	Running Per 1,000 copies	325	58.88	19,136.00	20.00	6,500.00	12.60	4,095.00		<u> </u>
(k)	Item 11: 9 x 12" Return Envelope:									<u> </u>
	Printing in black, face only, including cost of envelopeper envelope									<u> </u>
(1)	Makeready and/or Setup	8	400.00	3.200.00	225.00	1,800.00	50.00	400.00		
(.,				-,						

Program	1: 888-S										
	:: Quarterly Census of Employment and Wages (QCEW) Packages										
	: Department of Labor (DOL) Bureau of Statistics (BLS)										
Term	n: Beginning July 01, 2021, and ending June 30, 2022		ADVANTAGE MAILING	G LLC-ANAHEIM	GRAY GR	RAPHICS	NPC,	INC.	CURRENT C	ONTRACTOR	
			Anaheim,	Anaheim, CA		Capitol Heights, MD		Claysburg, PA		NPC, Inc.	
		BASIS OF									
ITEM No.	DESCRIPTION	AWARD	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	
III.	PROCESSING RESPONSE FORMS:										
(-)	Catamarian 4 and 2 (including dastruction costs), you 4 000 femore	45	2,742.78	44 444 70	1,250.00	18,750.00	1,530.00	22,950.00			
(a) (b)	Categories 1 and 2 (including destruction costs)per 1,000 forms Categories 3per 1,000 forms	15	2,119.05	41,141.70 2,119.05	1,250.00	1,250.00	1,530.00	152.00			
(D)	Categories 5per 1,000 lornis	- '	2,119.05	2,119.05	1,250.00	1,250.00	152.00	152.00			
IV.	PACKING AND DISTRIBUTION OF BATCHED RESPONSES:										
	Packing and sealing shipping bags/containers										
	per shipping bag/containers	143	N/C	0.00	10.00	1,430.00	20.00	2,860.00			
	CONTRACTOR TOTALS			\$361,269.84		\$527,424.00		\$287,584.90			
	DISCOUNT		0.50%	\$1,806.35	2.00%	\$10,548.48	0.25%	\$718.96			
	DISCOUNTED TOTALS			\$359,463.49		\$516,875.52		\$286,865.94			
							AWA	RDED			

U.S. GOVERNMENT PUBLISHING OFFICE

Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Quarterly Census of Employment and Wages (QCEW) Packages

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

Department of Labor (DOL)

Bureau of Labor Statistics (BLS)

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning the July 1, 2021, and ending June 30, 2022, plus up to four (4) optional 12-month extension periods that may be added by the "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in SECTION 1 of this contract.

BID OPENING: Bid should be opened at 11: 00 a.m., prevailing Washington, DC Time, on May 3, 2021 at the Government Publishing Office, Washington, DC. (Due to the COVD-19 pandemic, this will NOT be a public bid opening.)

BID SUBMISSION: Due to the COVID-19 pandemic, the physical office, Washington, DC, will NOT be open to the public. Based on this, bidders must submit email bids for this solicitation to: bidsapsdc@gpo.gov. No other method of bid submission will be accepted at this time. The program number and bid opening date must be specified in the subject line of the emailed bid submission.

Bids received after 11:00 a.m. on the bid opening date specified above will not be considered for award.

RESTRICTION ON LOCATION OF PRODUCTION FACILITIES: All production facilities used in the manufacture of the product(s) ordered under this contract must be located within the continental United States.

BIDDERS, PLEASE NOTE: These specifications have been extensively revised; therefore, all bidders are cautioned to familiarize themselves with all provisions of these specifications before bidding.

Abstracts of contract prices are available at https://www.gpo.gov/how-to-work-with-us/vendors/contract-pricing.

For information of a technical nature, contact Cecilia Dominguez Castro on (202) 512-0307 or at cdominguezcastro@gpo.gov.

SECTION 1. - GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 01-18)) and GPO Contract Terms, Quality Assurance through Attributes Program for Printing and Binding (GPO Pub. 310.1, effective May 1979 (Rev. 09-19)).

GPO Contract Terms (GPO Publication 310.2) – https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/contractterms2018.p

 $GPO\ QATAP\ (GPO\ Publication\ 310.1) - \underline{https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/qatap-rev-09-19.pdf}$

SUBCONTRACTING: The provisions of GPO Publication 310.2 are modified to permit the subcontracting for the manufacturing of the envelopes.

GPO IMPRINT REQUIREMENTS: The GPO imprint requirement, GPO Contract Terms, Supplemental Specification, No. 9 is waived.

QUALITY ASSURANCE LEVELS AND STANDARDS: The following levels and standards shall apply to these specifications:

Product Quality Levels:

- (a) Printing (page related) Attributes Level III.
- (b) Finishing (item related) Attributes Level III.

Inspection Levels (from ANSI/ASQC Z1.4):

- (a) Non-destructive Tests General Inspection Level I.
- (b) Destructive Tests Special Inspection Level S 2.

Specified Standards: The specified standards for the attributes requiring them shall be:

Attribute

Specified Standard

P-7. Type Quality and Uniformity

O.K. proofs/Average type dimension/ Electronic media

P-9. Solid and Screen Tint Match

Pantone Matching System

OPTION TO EXTEND THE TERM OF THE CONTRACT: The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed five (5) years as a result of, and including, any extension added under this clause. Further extension may be negotiated under the "EXTENSION OF CONTRACT TERM" clause. See also "ECONOMIC PRICE ADJUSTMENT" for authorized pricing adjustments(s).

EXTENSION OF CONTRACT TERM: At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

ECONOMIC PRICE ADJUSTMENT: The pricing under this contract shall be adjusted in accordance with this clause, provided that in no event will any pricing adjustment be made that would exceed the maximum permissible under any law in effect at the time of the adjustment. There will be no adjustment for orders placed during the first period specified below. Pricing will thereafter be eligible for adjustment during the second and any succeeding performance period(s). For each performance period after the first, a percentage figure will be calculated as described below and that figure will be the economic price adjustment for that entire next period. Pricing adjustments under this clause are not applicable to reimbursable postage or transportation costs, or to paper, if paper prices are subject to adjustment by separate clause elsewhere in this contract.

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from July 1, 2021 to June 30, 2022, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

Pricing adjustments in accordance with this clause will be based on changes in the seasonally adjusted "Consumer Price Index For All Urban Consumers - Commodities Less Food" (Index) published monthly in the CPI Detailed Report by the U.S. Department of Labor, Bureau of Labor Statistics.

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending 3 months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending March 31, 2021, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

The Government will notify the contractor by contract modification specifying the percentage increase or decrease to be applied to invoices for orders placed during the period indicated. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs and separately adjusted paper prices. Payment discounts shall be applied after the invoice price is adjusted.

SECURITY REQUIREMENTS: The contractor shall comply with the terms included in the "Confidentiality and Security Requirements" (see Attachment 1); the "Confidential Information Protection and Statistical Efficiency Act" (see Attachment 2); and the "BLS Agent Agreement" (see Attachment 3).

SECURITY WARNING: 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. Unless otherwise indicated herein, all erroneous/extra copies produced by the contractor are to be destroyed beyond recognition by means of abrasive destruction, burning, shredding, or other method that guarantees complete protection against access.

ON-SITE REPRESENTATIVES: On-site representative(s) may be stationed at the contractor's facility to: verify addresses; monitor the printing, inserting, mail processing, quality control, sample selections, and inspections; and, monitor the packing and staging of the mail. These coordinators will not have contractual authority and cannot make changes in the specifications or in contract terms, but will bring any and all defects detected to the attention of the company Quality Control Officer. The coordinators must have full and unrestricted access to all production areas where work on this program is being performed. The contractor will be required to provide one (1) private office of not less than 150 square feet, furnished with one (1) desk, one (1) swivel arm chair, one (1) telephone, access to an internet connection, and a fax machine. The contractor will be reimbursed for any charges incurred for toll calls made by Government representatives upon presentation of voucher and verifiable documentation. The contractor should be prepared to provide full access to the production areas where the contract is being carried out.

DATA RIGHTS: All data and materials furnished and/or used in the performance of this contract shall be the sole property of the Government. The contractor agrees not to assert rights or to establish any claim to such data/materials in whole or in part in any manner or form, or to authorize others to do so, without prior written consent of the Contracting Officer.

DISPOSAL OF WASTE MATERIALS: The contractor is required to demonstrate how all waste materials used in the production of sensitive information will be definitely destroyed, i.e., burning, pulping, shredding, macerating, or other suitable similar means. Electronic records must be definitely destroyed in a manner that prevents reconstruction. *Definitely* destroying the records means the material <u>cannot</u> be reassembled and used in an inappropriate manner in violation of law and regulations. *Sensitive* records are records that are national security classified or exempted from disclosure by statute, including the Privacy Act or regulation.

If the contractor selects shredding as a means of disposal, it is preferred that a cross-cut shredder be used. If a strip shredder is used, the strips must not exceed one-quarter inch.

The contractor must provide the method planned to dispose of the materials. A Government representative may be required to be present for the disposal of waste materials. At Government's option, contractor may be required to return all waste materials to the ordering agency.

PREAWARD SURVEY: In order to determine the responsibility of the 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 the award of a contract. As part of the financial determination, the contractor in line for award may be required to provide one or more of the following financial documents:

- 1) Most recent profit and loss statement
- 2) Most recent balance sheet
- 3) Statement of cash flows
- 4) Current official bank statement
- 5) Current lines of credit (with amounts available)
- 6) Letter of commitment from paper supplier(s)

The documents will be reviewed to validate that adequate financial resources are available to perform the contract requirements. Documents submitted will be kept confidential and used only for the determination of responsibility by the Government. Failure to provide the requested information in the time specified by the Government may result in the Contracting Officer not having adequate information to reach an affirmative determination of responsibility. The Preaward Survey will include a review of all contractor's personnel involved, along with their specific functions.

PREAWARD PRODUCTIONS PLANS: The contractor shall present, in writing, to the Contracting Officer within two (2) workdays of being notified to do so by the Contracting Officer or his/her representative, detailed plans for the following activities. The workday after notification to submit will be the first day of the schedule.

THESE PROPOSED PLANS ARE SUBJECT TO REVIEW AND APPROVAL BY THE GOVERNMENT, AND AWARD WILL NOT BE MADE PRIOR TO APPROVAL OF THE SAME. THE GOVERNMENT RESERVES THE RIGHT TO WAIVE ANY OR ALL OF THESE PLANS.

Option Years: For each option year that may be exercised, the contractor will be required to re-submit, in writing, the above plans detailing any changes and/or revisions that may have occurred. The contractor should be prepared to submit these plans to GPO within five (5) workdays of notification of the option year being exercised.

If there are no changes/revisions, the contractor will be required to submit to the Contracting Officer a statement confirming that the current plans are still in effect.

Quality Control Plan: The contractor shall provide and maintain, within their own organization, an independent quality assurance organization of sufficient size and expertise to monitor the operations performed, and inspect the products of each operation to a degree and extent that will ensure the Government's quality assurance, inspection, and acceptance provisions herein are met. The contractor shall perform, or have performed the process controls, inspections, and tests required to substantiate that the products provided under this contract conform to the specifications and contract requirements. The contractor shall describe in detail their quality control/quality assurance and recovery plans describing how, when, and by whom the plans will be performed. These plans shall include a detailed explanation of both staff and management activities and responsibilities.

The plans must provide for periodic samplings to be taken during the production run, and shall contain control systems that will detect defective, missing, or mutilated pieces. The plans shall detail the actions to be taken by the contractor when defective, missing, or mutilated items are discovered. These actions must be consistent with the requirements found in GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987, Rev. 01-18).

The plan shall monitor all aspects of the job, including material handling and mail flow, to assure that the production and delivery of the Quarterly Census of Employment and Wages Packages meet specifications and Government requirements. This includes maintaining 100% accountability in the accuracy of imaging and mailing of all pieces throughout each run. The contractor must ensure that there are no missing or duplicate pieces.

A recovery system will be required to ensure that all defective, missing, or mutilated pieces detected are identified, reprinted, and replaced. The quality control plan must also include examples, and a detailed description of, all reports or logs the contractor will keep to document the quality control inspections performed on each run. Furthermore, the plan must include the names of all quality assurance officials and describe their duties in relationship to the quality control plan.

The Government may periodically verify that the contractor is complying with the approved quality control plan through on-site examinations and/or requesting copies of the contractor's quality assurance records and quality assurance random copies. See "QUALITY CONTROL" in SECTION 2 of the contract.

Mail Plan: This plan shall include sufficient detail as to how the contractor will comply with all applicable U.S. Postal Service (USPS) mailing requirements as listed in the USPS Domestic and International Mail Manuals in effect at the time of mailing and other USPS instructional material such as the Postal Bulletin. All outgoing and return mail will be mailed via a "Postage and Fees Paid" mailing indicia. The Government will be responsible for ALL USPS mailing costs. (NOTE: The shipping costs of returning materials to the States will be paid by the contractor and reimbursed by the Government.) (See "DISTRIBUTION" as specified in SECTION 2.)

Material Handling and Inventory Control: This plan shall explain in detail how the following materials will be handled: incoming raw materials; work-in-progress materials; quality control inspection materials; USPS inspection materials; and all outgoing materials cleared for USPS pickup/delivery.

Personnel Plans: This plan shall include a listing of all personnel who will be involved with this contract. For any new employees, the plan shall include the source of these employees and a description of the training programs the employee will be given to familiarize them with the requirements of this program.

Production Plans: This plan shall include items such as a detailed listing of all production equipment and equipment capacities to be utilized on this contract. If new equipment is to be utilized, documentation of the source, delivery schedule, and installation dates are required.

Information Technology Security Plans: The contractor must submit an Information Technology System Security Plan as it relates to BLS data storage and data processing. The plan shall summarize the physical and logical protections in place at the designated printing location, including the audit mechanisms used to ensure the described are fully implemented.

Quarterly Census of Employment and Wages (QCEW) Packages 888-S (06/22)

Security Control Plans: The contractor shall operate and maintain an effective security system whereby materials used to perform the contract are manufactured and/or stored (e.g., while awaiting to be processed, delivered, or disposed) so as to ensure against theft and/or the unauthorized possession of the materials. Contractor is cautioned that Government provided information/materials shall not be used for non-government business. Specifically, Government information shall not be used for the benefit of a third party.

The contractor must provide a secure area(s) dedicated to the processing and storage of materials. Secure work areas must be under camera surveillance, with access limited to only those employees involved in the production of this contract. Signs must be posted that only assigned employees may enter. It is prohibited for cameras and cell phones to be in the work areas of the production.

At least one supervisory employee must be permanently assigned to the secured areas to visually observe, at all times, the production of work and the destruction of any materials.

The Government retains the right to conduct on-site security reviews at any time during the term of the contract.

The Security Control Plans shall provide in detail, at a minimum:

- How all accountable materials will be handled throughout all phases of production.
- How all furnished data will be stored and protected. (see "DISPOSAL OF WASTE MATERIALS.")
- How the disposal of waste materials will be handled.
- List of contractor's employees involved and their specific function.
- How all applicable Government-mandated security/privacy/rules and regulations, as cited in this contract, shall be adhered to by the contractor.

Part of the Security Control Plan shall include a floor plan detailing the area(s) to be used, showing existing walls, equipment to be used, and the processing and storage locations.

PREAWARD TEST: The contractor being considered for award will be required to demonstrate the ability to produce the items required in these specifications at the requisite quality level by completing a preaward test. The Government reserves the right to waive the preaward test if there is other evidence that, in the opinion of the Contracting Officer, indicates that the contractor being considered for award has the capability to successfully produce the items required.

For the preaward test, the Government will furnish an electronic file (consisting of one (1) sample Survey Form (Exhibit E), one (1) sample Cover Letter (Exhibit G), and one (1) sample envelope) that are representative of the items to be furnished under these specifications. The Government will also furnish "dummy" variable data with the electronic files. Files will be sent via email.

The prospective contractor must produce five (5) samples for each item in accordance with the requirements specified herein. Samples must be printed on the required stock for each item as specified herein. (NOTE: The Survey Form and Cover Letter must be imaged with the furnished "dummy" variable data in accordance with the requirements specified herein.)

The test samples from this test will be used by the Government to evaluate the contractor's capability to comply with the applicable requirements of these specifications and the contractor's ability to maintain the requisite quality level throughout the term of the contract. Failure to produce the test samples in accordance with the requirements of this contract and at the requisite quality level may be reason for a determination of non-responsibility.

The test samples must be delivered to: Department of Labor, Bureau of Labor Statistics, Attn: QCEW Data Collection Branch, Room 4860, 2 Massachusetts Avenue, NE, Washington, DC 20212-0001.

NOTE: Contractor must notify <u>MWR_Print@bls.gov</u> and <u>cdominguezcastro@gpo.gov</u> the same day as delivery of the preaward samples.

Contractor must submit preaward test samples within five (5) workdays of receipt of furnished test materials.

If preaward test samples are disapproved by the Government, the contractor may be permitted, at the option of the Government, additional time to correct defects and/or submit revised test samples if so notified by the Contracting Officer. (The time allowed to provide additional test material may differ depending upon the nature of the defects noted and will be specified when notification is given.)

In the event the revised preaward test samples are disapproved by the Government, the contractor shall be deemed to have failed to comply with the applicable requirements of these specifications and may be reason for a determination of non-responsibility.

Failure to deliver the completed test samples within the stated time period may disqualify the contractor from further consideration for award.

All operations necessary in the performance of this test shall be performed at the facilities and on the equipment in which the contract production will be performed.

No charges will be allowed for costs incurred in the performance of this preaward test.

POSTAWARD CONFERENCE: Unless waived by the Contracting Officer, the total requirements of the job as indicated in these specifications will be reviewed by Government representatives with the contractor's representatives at the U.S. Government Publishing Office, Washington, DC, immediately after award. At Government's option, this may be held via teleconference.

NOTE: Person(s) that the contractor deems necessary for the successful implementation of the contract must be in attendance.

PREPRODUCTION MEETING: The Government's representatives may request preproduction meeting(s) with the contractor's representatives to be held at the contractor's facility after award of the contract to review the contractor's production plan and to establish coordination of all operations. Attending this meeting will be representatives from BLS. At Government's option, this may be held via teleconference.

NOTE: Person(s) that the contractor deems necessary for the successful implementation of the contract must be in attendance.

Option Years: For each option year that may be exercised, the Government's representatives may request a meeting with the contractor's representatives to be held at the contractor's facility to discuss the requirements of that contract year's jobs. At Government's option, this may be held via teleconference.

ASSIGNMENT OF JACKETS, PURCHASE, AND PRINT ORDERS: A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual print order for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from July 1, 2021 through June 30, 2022 plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" upon notification by the Government for purposes of the contract when it is electronically transmitted or otherwise physically furnished to the contractor in conformance with the schedule.

REQUIREMENTS: This is a requirements contract for the items and the period specified herein. Delivery of items or performance of work shall be made only as authorized by orders issued under the clause entitled "ORDERING." The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated," it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements above the limit on total orders under this contract if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required because of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued under the "ORDERING" clause of this contract.

PRIVACY ACT NOTIFICATION: This procurement action requires the contractor to do one or more of the following: design, develop, or operate a system of records on individuals to accomplish an agency function in accordance with the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties as stated in 5 U.S.C. 552a (i)(1) CRIMINAL PENALTIES. It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a, specifically, 5 U.S.C. 552a (i)(1) CRIMINAL PENALTIES and m(1) GOVERNMENT CONTRACTORS.

PRIVACY ACT

(a) The contractor agrees:

- (1) To comply with the Privacy Act of 1974 and the rules and regulations issued pursuant to the Act in the design, development, or operation of any system of records on individuals in order to accomplish an agency function when the contract specifically identifies (i) the system or systems of records and (ii) the work to be performed by the contractor in terms of any one or combination of the following: (A) Design, (B) development, or (C) operation;
- (2) To include the solicitation notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation when the statement of work in the proposed subcontract requires the design, development, or operation of a system of records on individuals to accomplish an agency function; and
- (3) To include this clause, including this paragraph (3), in all subcontracts awarded pursuant to this contract which require the design, development, or operation of such a system of records.

- (b) In the event of violations of the Act, a civil action may be brought against the agency involved where the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency where the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act when the contract is for the operation of a system of records on individuals to accomplish an agency function, the contractor and any employee of the contractor is considered to be an employee of the agency.
- (c) The terms used in this clause have the following meanings:
 - (1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records including the collection, use, and dissemination of records.
 - (2) "Record" means any item, collection or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.
 - (3) "System of records" on individuals means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

ADDITIONAL EMAILED BID SUBMISSION PROVISIONS: The Government will not be responsible for any failure attributable to the transmission or receipt of the emailed bid including, but not limited to, the following –

- 1. Illegibility of bid.
- 2. Emails over 75 MB may not be received by GPO due to size limitations for receiving emails.
- 3. The bidder's email provider may have different size limitations for sending email; however, bidders are advised not to exceed GPO's stated limit.
- 4. When the email bid is received by GPO, it will remain unopened until the specified bid opening time. Government personnel will not validate receipt of the emailed bid before bid opening. GPO will use the prevailing time (specified as the local time zone) and the exact time that the email is received by GPO's email server as the official time stamp for bid receipt at the specified location.

PAYMENT: Upon completion of each order, prior to submitting a billing invoice to GPO for payment, the contractor must submit an itemized billing invoice to the ordering agency for verification, approval, and signature. The contractor must email their billing invoice and all necessary documentation to MWR_Print@bls.gov and CARS202@bls.gov.

After agency verification and approval, the contractor must submit the approved, signed billing invoice and all necessary documentation to the U.S. Government Publishing Office.

Submitting invoices for payment via the GPO fax gateway (if no samples are required) utilizing the GPO barcode coversheet program application is the most efficient method of receiving payment. Instruction for using this method can be found at the following web address:

http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html.

Invoices may also be mailed to: U.S. Government Publishing Office, Office of Financial Management, Attn: Comptroller, Stop: FMCE, Washington, DC 20401.

For more information about the billing process refer to the General Information of the Office of Finance web page located at: https://www.gpo.gov/how-to-work-with-us/vendors/how-to-get-paid.

All contractor billing invoices must be itemized under the line items in the "SCHEDULE OF PRICES."

SECTION 2. – SPECIFICATIONS

SCOPE: These specifications cover the production of the Quarterly Census of Employment and Wages Forms Packages consisting of either a letter or form with cover letter, return envelope, and mail-out envelope, requiring such operations as electronic prepress, printing variable imaging, binding, construction, assembling, packing, and distribution. Additionally, the contractor will also be responsible for processing the form responses.

TITLE: Quarterly Census of Employment and Wages (QCEW) Packages.

OVERVIEW: The Quarterly Census of Employment and Wages program utilizes a web system to collect data for the Annual Refiling Survey (ARS). One-page letters are mailed to respondents directing them to log into the appropriate, secure website to report data. The Annual Refiling Survey is a sample of about 1,300,000 establishments located in the 50 States, the District of Columbia (DC), Puerto Rico, and the U.S. Virgin Islands. The ARS survey is conducted annually between July through the following June. After the initial mailing, there will be follow-up mailings (approximately two to five mailings consisting of 1-page letters), as needed. Currently, a bulk of the mailing occurs in September with follow-up mailings occurring in December and March.

The QCEW program is adding a Special Surveys on a template nearly identical to the ARS templates, with slightly modified static text.

The QCEW program also collects employment and wages data for employers with multiple establishment locations reporting under the same Unemployment Insurance (UI) account number in a given state. The collection is done using the Multiple Worksite Report (MWR) Form. The MWR is conducted four times a year in conjunction with each calendar quarter. At the end of each quarter, there will be a mailing consisting of an MWR form, cover letter, additional form pages, if needed, and return envelope. After the initial form mailing, there will be one follow-up MWR form mailing each quarter, as needed.

The completed MWR forms will be returned to the contractor. The forms must be "designed" such that Intelligent Character Recognition (ICR) software can read the employment and wages that are supplied by the respondents (see "CONTRACTOR TO FURNISH"). The contractor will scan the forms and create a data file with the employment and wages that were scanned via ICR software. The contractor will also supply PDF files with the scanned images of the forms.

NOTE: Hereinafter, the term "States" will be all-inclusive referring to the States, District of Columbia, Puerto Rico, and the U.S. Virgin Islands.

FREQUENCY OF ORDERS:

ARS and Special Survey Mailings – Approximately 2 to 9 orders per year.

MWR Mailings – Approximately 8 to 12 orders per year.

NOTE: The Government anticipates issuing the first order for the ARS on or around August 1st of each contract year. The Government anticipates issuing the first order for the MWR on or around September 1st of each contract year. No set schedule has been determined for the Special Survey.

The ARS, MWR, and Special Survey mailings may be ordered on the same print order requiring the same schedule.

NUMBER OF PAGES AND TRIM SIZES:

	<u>ITEM</u>	NO. OF PAGES	TRIM SIZE
1	Letter – Version A (NVS/NCA)	Face only (one leaf)	8-1/2 x 11"
	Letter – Version A (NVS/NCA) Letter – Version B (NVM)	Face and back (one leaf)	8-1/2 x 11"
	Letter – Version C (MWR)	Face only (one leaf)	8-1/2 x 11"
4.	Letter – Version D (Special Survey)	Face only (one leaf)	8-1/2 x 11"
5.	Survey Form (MWR)	Face and back (one leaf)	8-1/2 x 11"
6.	Form Additional Pages (MWR)	Up to 10 pages (5 face and back leaves)	8-1/2 x 11"
7.	Form Cover Letter (MWR)	Face only (one leaf)	8-1/2 x 11"
8.	No. 10 Mail-out Envelope	Face only	4-1/8 x 9-1/2", plus flap
9.	Mail-out Envelope	Face only	9 x 12", plus flap
10.	No. 9 Return Envelope	Face only	3-7/8 x 8-7/8", plus flap
11.	Return Envelope	Face only	9 x 12", plus flap

NOTE: All envelopes (Items 8 through 11) print face only – after manufacturing. Items 8 and 9 have double windows.

FORM NOTE: For Items 5 and 6, the form is "designed" to collect the employment and wages for a UI account number at the worksite level of the firm. For example, if a UI account has six (6) locations within a state, those six (6) locations will be listed on the form. The respondent will be responsible for noting the employment and wages for each location.

The employment and wages boxes should be such that the contractor is able to scan the form and use the scanned responses to create a file containing the employment and wages of the respondents. NOTE: Responses may be handwritten.

For UI accounts with up to six (6) worksites, the form will be one page with the worksites printed on the front and instructions printed on the back. Item 6 should be included for forms with more than six (6) worksites. All 1-page Letter Packages, Form A Packages, and the majority of the Form B Packages with inserts (up to and including five (5) leaves) will be mailed in a standard No. 10 mail-out envelope with double windows. Those UI accounts for Form B Packages with a large enough number of worksites to generate greater than five (5) leaves will be mailed using a flat 9 x 12" envelope with double windows.

PACKAGE VARIATIONS:

Letter Packages	Form A Packages	Form B Packages
Item 1 through 4 (Letter)	Item 5 (Survey Form)	Item 5 (Survey Form)
	Item 7 (Cover Letter)	Item 7 (Cover Letter)
		Item 6 (Additional Page(s))
Item 8 (No. 10 Mail-out Envelope)	Item 8 (No. 10 Mail-out Envelope)	1 to 5 leaves: Item 8 (No. 10 Mail-out Envelope) Over 5 leaves: Item 9 (9 x 12" Mail-out Envelope)
	Item 10 (No. 9 Return Envelope)	1 to 5 leaves: Item 10 (No. 9 Return Envelope) Over 5 leaves: Item 11 (9 x 12" Return Envelope)

MAILING QUANTITY:

Timing	Letter Packages	Form A Packages	Form B Packages
July - September	450,000	80,000	20,000
October - December	250,000	80,000	20,000
January - March	100,000	80,000	20,000
April - June	50,000	80,000	20,000

NOTE: The actual quantities may vary. Currently, all States participate in the ARS mailings and 47 states participate in the MWR mailings. As more States opt to participate in these mailings, quantities could increase in the option years, if exercised.

The response rate will be tracked by BLS, and the contractor will be notified when goals have been met. When goals are met, the print and mail operations of the contract will be complete for the Refiling year. Surveys will continue to be received later in the fiscal year, processed by the contractor, and returned to the States.

GOVERNMENT TO FURNISH: Electronic media will be furnished as follows:

Storage Media: Email, SFTP, or MFT

Software: Adobe Acrobat 11.0 (or later), MS Excel, or CSV file.

NOTE: All Government software upgrades (for specified applications) which may occur

during the term of the contract, must be supported by the contractor.

Fonts: All printer and screen fonts will be furnished/embedded, as applicable.

Contractor is cautioned that furnished fonts are the property of the Government and/or its originator. All furnished fonts are to be eliminated from the contractor's archive

immediately after completion of the contract.

Additional

Information: Files will be furnished in native application and/or PDF format.

An electronic file for the form templates will be furnished via email, SFTP or MFT once at the beginning of the contract to be held for reuse throughout the term of the contract. If the ordering agency makes changes to the form, they will furnish a new template to the contractor at that time.

Updated production database files will be furnished via SFTP before each production of the mail-out.

Furnish copies of the current forms being used (to be used as a guide).

Special Data Files: State Office Information List; Letter Production File Format; Form Production File Format; Form Collected Data File Format; Form Print Rules; Form Processing Rules; and, Letter Print Rule will be furnished via SFTP. NOTE: These special date files are provided prior to the 1st mail-out and are necessary for form and letter production. Any updates to the files will be provided prior to the follow-up mail-outs.

Naming conventions for all files will be furnished via SFTP.

Identification markings such as register marks, commercial identification marks of any kind, etc., carried in the electronic files, must not print on finished product.

EXHIBITS: The facsimiles shown as Exhibits A through P are representative of the requirements which will be ordered under this contract. However, it cannot be guaranteed that future orders will correspond exactly to these exhibits.

The Exhibits are as follows:

Exhibit A: Letter – Version A (NVS/NCA) Exhibit B: Letter – Version B (NVM)

Exhibit C: Letter – Version C (MWR)

Exhibit D: Letter – Version D (Special Surveys)

Exhibit E: Form (MWR)

Exhibit F: Form Additional Pages (MWR) Exhibit G: Form Cover Letter (MWR)

Exhibit H: State Office Information List (sample page – entire list to be furnished after contract award)

Exhibit I: Letter Production File Format Exhibit J: Form Production File Format Exhibit K: Form Collected Data File Format

Exhibit L: Form Print Rules
Exhibit M: Form Processing Rules
Exhibit N: Letter Print Rules

Exhibit O: BLS Logo (to be furnished after contract award) Exhibit P: DOL Logo (to be furnished after contract award)

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under "GOVERNMENT TO FURNISH," necessary to produce the product(s) in accordance with these specifications.

The contractor must be able to accept files electronically via a secure contractor-hosted SFTP or secure managed file transfer service (MFT). Appropriate log-on details and instructions for file uploads must be provided at time of award. The contractor SFTP or MFT must have a secure configuration baseline applied and must meet minimum federal security requirements for encryption. Upon contract completion, BLS data stored in SFTP directories or MFT systems must be deleted.

The contractor is responsible for scanning the returned forms which may contain handwritten data (see "PROCESSING RESPONSES"). Contractor will need to create/use a form template that is compatible with the contractor's particular ICR software and scanning equipment.

ELECTRONIC PREPRESS: Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required reproduction image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported to the individual listed on the print order.

The contractor shall validate integrity and predictability of the listed software under "GOVERNMENT TO FURNISH" through preflight operations. Contractor is to check for potential problems in the following areas: fonts; missing links; ink colors; print settings; and, external plug-ins. The contractor shall notify the agency immediately by emailing: MWR_Print@bls.gov and CARS202@bls.gov, if there is damage to the electronic file, file corruption, difficulties in image processing, and errors discovered during the preflight operations.

The contractor shall create or alter any necessary trapping, set proper screen angles and screen frequency, and define file output selection for the imaging device being utilized. Furnished files must be imaged as necessary to meet the assigned quality level.

All halftones are to be 175-line screen or finer.

When required by the Government, the contractor shall make minor revisions to the electronic files, which may include color corrections to digital furnished images. It is anticipated that the Government will make all major revisions.

Prior to making revisions, contractor shall copy the furnished files and make all changes to the copy.

Upon completion of each print order, the contractor must furnish final production native application files (digital deliverables, which includes high resolution tiff scans) with the furnished material. The digital deliverables must be an exact representation of the final printed product and shall be returned on the same type of storage media as was originally furnished. The Government will not accept, as digital deliverables, PostScript files, Adobe Acrobat Portable Document Format (PDF) files, or any proprietary file formats other than those supplied, unless specified by the Government. The returned digital deliverable must be clearly labeled with Title, Jacket Number, Program Number 888-S and Print Order Number. The Government will accept PDF files as digital deliverables when furnished by the Government.

PROOFS: The contractor must submit the required proofs of each item for each of the States participating in the QCEW at the time the order is issued (to be specified on the print order).

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 (MUST INCLUDE STATIC AND VARIABLE DATA). PDF proof will be evaluated for text flow, image position, and color breaks. Proof will not be used for color match.

If any contractor's errors are serious enough in the opinion of the Government 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.

The Government reserves the right to make changes to all proofs. The Government may require one or more sets of revised proofs before rendering an "O.K. to Print."

Contractor must not print prior to the receipt of an "O.K. to Print."

STOCK/PAPER: 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.

Government Paper Specification Standards No. 13 – https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/vol_13.pdf.

All text paper used in each copy must be of a uniform shade.

Items 1, 2, 3 and 4: White Bond, basis weight: 24 lbs. per 500 sheets, 17 x 22", equal to JCP Code G10.

Items 5 and 6: White Uncoated Text, basis weight: 50 lbs. per 500 sheets, 25 x 38", equal to JCP Code A60.

Item 7: White Writing, basis weight: 20 lbs. per 500 sheets, 17 x 22", equal to JCP Code D10.

Items 8, 9, 10 and 11: White Writing Envelope, basis weight: 24 lbs. per 500 sheets, 17 x 22", equal to JCP Code V20.

PRINTING/VARIABLE IMAGING: The Government reserves the right to make changes to the format/text of the items produced on this contract at any time during the term of the contract. Any stockpiling is at the contractor's own risk.

GPO imprint requirement is waived and must not print on final product.

Digital printing is allowed for all variable imaging. All imaging shall have a minimum resolution of 720 x 720 dpi. For items that image in black plus one Pantone color, contractor must match the Pantone number as specified on the print order as closely as possible for the variable imaging. The Pantone color for the variable imaging will be the same Pantone as the static printing.

For all offset printing, contractor must match Pantone number as specified on the print order.

NOTE: Imaged addresses shall consist of three barcodes (two postal barcodes and one 3 of 9 barcode).

- *Items 1 and 4:* Print static text matter face only in black and one Pantone color. Printing consists of text and line matter. Image variable data face only in black and one Pantone color. Variable imaging consists of State Agency name, return mailing address and phone number, respondent mailing address, barcodes, and state-specific laws pertaining to the ARS, MWR, and Special Survey, as applicable.
- *Item 2:* Print static text matter on face in black and one Pantone color and on back in black only. Printing consists of text and line matter. Image variable data face only in black and one Pantone color. Variable imaging consists of State Agency name, return mailing address and phone number, respondent mailing address, barcodes, and state-specific laws pertaining to the ARS and MWR, as applicable.
- *Item 3:* Print static text matter face only in black and one Pantone color. Printing consists of text and line matter. Image variable data face only in black and one Pantone color. Variable Imaging consists of State Agency name, return mailing address and phone number, respondent mailing address, barcodes, and state-specific laws pertaining to the ARS and MWR.
- *Item 5:* Print static text matter face and back in black and one Pantone color. Printing consists of text and line matter. Image variable data face and back in black and one Pantone color. Variable imaging consists of text matter and barcodes. Forms must be printed such that the employment and wages can be scanned.
- *Item 6:* Print static text matter (on each leaf) face and back in black and one Pantone color. Printing consists of text and line matter. Image variable data face and back in black. Variable imaging consists of text matter and barcodes. Forms must be printed such that the employment and wages can be scanned.
- *Item 7:* Print static text matter face only in black and one Pantone color. Printing consists of text and line matter. Image variable data face only in black and one Pantone color. Variable imaging consists of date and text matter.
- *Items 8 through 11:* Envelopes print face only (after manufacture) in black. Printing consists of text and line matter. Printing shall be in accordance with the requirements for the style of envelope ordered. All printing shall comply with all applicable U.S. Postal Service regulations. The envelope shall accept printing without feathering or penetrating to the reverse side. (Inkjet printing is acceptable.)

NOTE: The contractor shall print the agency's name and contractor's address as the mailing address on the returned envelopes (Item 10 and 11).

MARGINS:

Margins will be as indicated on the print order or furnished electronic media.

BINDING:

Items 1 through 7: Trim four sides.

CONSTRUCTION (Envelopes):

Items 8 and 9: Envelope must be open side with high-cut side, diagonal, or center seams (at contractor's option) and gummed, fold-over flap for sealing. Envelopes shall be sufficiently high cut so as to prevent the flap adhesive from contacting the envelope contents. The sealed seam(s) shall not adhere to the inside of the envelope. Flap depth is at the contractor's option but must meet all USPS requirements. Envelopes shall be free from cuts, folds, tears, machine marks, foreign matter, dirt, ink smears and adhesive stains.

Face of envelope to contain two die-cut windows: one mailing address window and one return address window. Size and location of both windows are at contractor's option, but must allow for the viewing of the printed return and mailing addresses on Item 5 or 6, as applicable.

Window is to be covered with a suitable, transparent, low-gloss poly-type material that must be clear of smudges, lines, and distortions. Poly-type material must be securely affixed to the inside of the envelope so as not to interfere with insertion of contents. Window material must meet the current U.S. Postal Service's (USPS) readability standards/requirements.

Items 10 and 11: Envelopes must be open side with high-cut side, diagonal, or center seams (at contractor's option) and gummed, fold-over flap for sealing. Envelopes shall be sufficiently high cut so as to prevent the flap adhesive from contacting the envelope contents. The sealed seam(s) shall not adhere to the inside of the envelope. Flap depth is at the contractor's option but must meet all USPS requirements. Envelopes shall be free from cuts, folds, tears, machine marks, foreign matter, dirt, ink smears and adhesive stains.

Flap Adhesive: All sealing flap adhesive shall be the water-activated type of such a consistency to prevent premature sealing of the flap and curling of the envelope after drying.

The adhesive on the sealing flaps of the envelopes shall have a minimum thickness of 0.0006 inch uniformly applied. The flaps shall not stick to the body of the envelope, but shall be capable of being quickly and securely sealed using finger tips after moistening the adhesive.

ASSEMBLY:

Letter Packages: Gather, as specified, Item 1, 2, 3, or 4, letter-fold with return/mailing addresses out, and insert into Item 8.

Form A Packages: Gather Item 5 and Item 7 (with faces forward, nested together), and letter-fold with return/mailing addresses out. Insert folded Items 5 and 7, followed by Item 10, into Item 8.

Form B Packages:

- If Item 6 consists of 1 to 5 leaves: Gather Item 5, Item 6, and Item 7 (with all faces forward, nested together), and letter-fold. Insert folded Items 5, 6, and 7, followed by Item 10, into Item 8.
- If Item 6 has greater than 5 leaves: Gather Item 5, Item 6, and Item 7 (with all faces forward), and insert (flat), followed by Item 11 (folded), into Item 9.

Seal all mail-out envelopes.

It is the contractor's responsibility to assure that only the return address and business name and address on the form will be visible through the windows and that only one (1) each of the letter or survey form, cover letter, additional page(s), and appropriate return envelope (as applicable) are inserted into each appropriate mail-out envelope.

PACKING: When required, after batching the responses (see "PROCESSING RESPONSES"), the contractor is to pack the forms into suitable shipping bags or shipping containers. (If packing in shipping containers, contractor must pack containers not to exceed 45 pounds when fully packed.)

Each batch of forms will have an identifier page with the State Name and Batch Number.

LABELING AND MARKING: Contractor to download the "Labeling and Marking Specifications" form (GPO Form 905, Rev. 7-15) from www.gpo.gov, fill in appropriate blanks, and attach to shipping bags or shipping containers. Label must clearly show GPO program number, jacket number, and print order number.

QUALITY CONTROL: The contractor shall perform quality checks on at least 1% of the mailings for each State. The quality checks shall verify that:

- The proper survey form or letter was printed. This quality check is to verify that the survey form or letter is correct for the State; the name and physical address is in the proper location; the correct industry description is printed in its entirety; and the front and back of the form are printed clearly using the required font size, character/number bold, indentations, margins, and correct variable and non-variable text.
- The correct number of worksites and worksite data are printed in full. The office use boxes contain all applicable data for each worksite. The totals box is printed on the correct page, based on the number of worksites.
- The appropriate cover letter has been included.
- The appropriate State information and "Mandatory Statement" (if applicable) have been printed.
- The correct return envelope (Item 10 or 11) has been enclosed with the agency's name and contractor's address as the mailing address.
- Only the mailing address is showing through the outgoing window of the mail-out envelope and only the return address is showing through the return window.
- The contents of the packages are complete and include the correct letter, form, cover letter, additional page(s), and the return envelope, as applicable.
- The barcodes on the letters and survey forms scan and correspond to the sample member's State Code and Unemployment Insurance Account Number.
- The appropriate BLS postal permit numbers are used on the mailing and return envelopes.
- The proper Web ID and password are printed on all forms.
- The employment and wages be scanned and those data be associated with the corresponding Unemployment Insurance Account Number and Reporting Unit Number from the form.
- The scanned image quality be such that the States are able to use the images to make applicable updates to addresses, contacts, etc., from the scanned images.

The contractor shall notify BLS-Washington via email no later than two (2) workdays after the quality check has been completed. The date and result of the quality check must be emailed to MWR_Print@bls.gov and CARS202@bls.gov.

QUALITY ASSURANCE RANDOM COPIES: The contractor may be required to submit quality assurance random copies to test for compliance against the specifications. The print order will indicate the number required, if any. When ordered, the contractor must divide the entire order into equal sublots and select a copy from a different general area of each sublot. The contractor will be required to certify that the copies were selected as directed using GPO Form 917 – Certificate of Selection of Random Copies which can be located on GPO.gov. Copies will be paid for at the running rate offered in the contractor's bid, and their cost will not be a consideration for award. A copy of the print order must be included with the samples.

Business Reply Mail labels will be furnished for mailing the quality assurance random copies. The copies are to be mailed at the same time as the first scheduled shipment. A U.S. Postal Service approved Certificate of Mailing, identified by GPO program, jacket, and print order numbers must be furnished with billing as evidence of mailing.

DISTRIBUTION:

Mail f.o.b. contractor's city ALL packages.

All outgoing mail shall be at the lowest bulk discounted First Class rate.

All return mail shall be at the lowest First-Class U.S. Postal Service Business Reply Mail rate.

All outgoing and return mail will be mailed via mailing permits. The contractor will be responsible for obtaining the First-Class mailing permits, as required, for the outgoing and return mail. The contractor must provide the mailing permit numbers to the agency within 30 calendar days after notification of contract award. The agency will link the contractor's mailing permits to the agency's Centralized Account Processing System (CAPS) program.

The Government will be responsible for all USPS mailing costs. The contractor will be responsible for the costs incurred to obtain a mailing permit for the outgoing and return mail and an account set-up fee. Contractor is responsible for all costs, incurred in transporting mail to the post office.

NOTE: The contractor must obtain mailing permits that will be used only for the purpose of mailing material produced under this contract.

The contractor will be required to run all mailing addresses through the Full-Service USPS' National Change of Address (NCOA) 48 months result, file, and update the address file as required. All address changes, ZIP+4 additions, and standardized addresses will be compiled in a separate file and returned to the BLS-Washington via the SFTP site. The format and frequency of these files will be addressed at the postaward conference. All related costs to perform this operation must be included in submitted bid pricing. No additional reimbursement will be authorized.

All mail shall be presorted (e.g., mail streaming) to "carrier route order" when possible. If the carrier route order is not available for the zip code, then the contractor is to use the next presort level (e.g., 5-digit, 4-digit, etc.).

All copies mailed must conform to the appropriate regulations in the U.S. Postal Service manuals for "Domestic Mail" or "International Mail" as applicable.

Orders which result in mailings of less than 200 pieces or less than 50 pounds will require the contractor to apply the appropriate postage to each mailing. The contractor will be reimbursed for postage by submitting a properly completed Postal Service form (or equivalent) with the invoice for billing.

Certificate of Conformance: When using Permit Imprint Mail, the contractor must complete GPO Form 712 - Certificate of Conformance (Rev. 10/15), and the appropriate mailing statement or statements supplied by USPS. A fillable GPO Form 712 Certificate of Conformance can be found at https://www.gpo.gov/how-to-work-with-us/vendors/forms-and-standards.

The contractor shall provide BLS with complete copies of all documents, used by USPS to verify and accept the mail including GPO's Form 712 (Certificate of Conformance).

Within 24 hours of completion of each mailing, the contractor shall email <u>MWR_Print@bls.gov</u> the number of packages mailed, the State receiving the packages, and the date the packages were mailed.

Upon completion of each mailing, the contractor must email a completed USPS Form 3600R, "Postage Statement – First Class Permit Imprint" to MRW_Print@bls.gov and CARS202@bls.gov.

Ship f.o.b. contractor's city the responses to the appropriate State office.

Shipments are to be made by reimbursable small package carrier.

All shipments must be made by traceable means. A signed receipt is required. The contractor will be reimbursed for all shipping costs by submitting the shipping receipts with the invoice for billing.

Upon completion of each order, the contractor must notify the ordering agency (on the same day the order mails/ships) via email to the address indicated on the print order. The subject line of the email shall be "Distribution Notice for Program 888-S, Print Order XXXXX, Jacket Number XXX-XXX." The notice must provide all applicable tracking numbers, mailing/shipping method, and title of the product. Contractor must be able to provide copies of all mailing/shipping receipts upon agency request.

All expenses incidental to picking up and returning of furnished materials (if applicable), maintaining SFTP site, submitting proofs, and furnishing sample copies must be borne by the contractor.

PROCESSING RESPONSES: The MWR forms will be returned to the contractor in the return envelopes (Items 10 and 11). The contractor will open the envelopes and process the MWR forms. The MWR forms will be scanned using ICR software, and the employment and wages (numeric only) will be collected, to be transmitted on the Form Collected Data File Format (Exhibit K). Respondents also have the ability to provide address and/or other updates to the form. Those scans with any information written on them other than employment and wages need to be reviewed by the States.

ICR technology should contain a built-in rating system to ensure data quality for scanned responses. If the software is unsure of the scanned numeric value, that value should be reviewed manually to ratify the correct value.

The scanned forms will fall into one of three categories:

Scanned Category 1: Forms with NO markings outside the Employment and Wages boxes.

Scanned Category 2: Forms with any writing and/or markings outside Employment and Wages boxes.

Scanned Category 3: Forms that cannot be read/scanned.

NOTE: BLS anticipates an approximate 35% response rate, with 25% of the responses for Categories 1 and 2 and 10% of the responses for Category 3.

All of the data files from Scanned Categories 1 and 2 will be sent to BLS-Washington in the Form Collected Data File Format (Exhibit K) via SFTP transmittal. The scanned images from Scanned Categories 1 and 2 should be separated by Scanned Category, indexed by UI number, and sent to BLS-Washington via SFTP transmittal. The scanned images should not include the text-only instructions page.

Those forms that are in Scanned Category 3 and could not be read by the scanner should be mailed back to the States on a weekly basis.

The contractor will notify BLS-Washington (via email to MWR_Print@bls.gov) when the Collected Data Files and Scanned Form Images have been placed on the SFTP site. BLS-Washington will retrieve the Collected Data Files and Scanned Form Images from the SFTP site and send them to the States for processing.

In the same email, the contractor will also notify BLS-Washington of the quantities of responses scanned and the quantities of un-scannable responses for each State.

The quality of the scanned images and ICR scanned employment and wages will be reviewed by BLS. If the quality of the scanned images and/or employment and wages are of a low quality that they cannot be processed by BLS, the contractor will ship the original paper forms directly back to the States for their review.

WHITE MAIL: As described above, it is possible that some respondents will include non-BLS 3020 (MWR form) items in with their return envelopes. White mail includes, but is not limited to: checks, BLS 3020 forms from prior quarters, and non-BLS 3020 forms from other agencies. This white mail should be separated from the forms, scanned, and provided electronically to BLS on a weekly basis. (The forms that came with the white mail must be appropriately processed as specified above.) If the respondent returns the Cover Letter (Item 7), it can be discarded and should not be considered as white mail.

Additional Worksite Sheets – Respondents may attach a spreadsheet or other listing of their worksites in lieu of filling out the BLS 3020 form. Respondents will be directed to mail such listing back to their State, but if the respondent ignores this direction and returns a blank BLS 3020 form along with a listing to the contractor, both the form (which will most likely be blank) and the paper listing should remain together and be returned to the State with the rest of the white mail.

DESTRUCTION OF RESPONSE FORMS: The contractor shall destroy all response forms in Categories 1 and 2 using a cross-cut shredder ensuring that the informational content is destroyed beyond legibility as stated under "DISPOSAL OF WASTE MATERIAL."

Material awaiting destruction shall be kept in a secure area or locked bin and shall be kept for the currently processing quarter. At end of the quarter, the forms should be destroyed.

The contractor must furnish BLS a signed and dated "Certification of Destruction" stating what was destroyed (i.e., quantity and description).

NOTE: If a response form with no changes includes additional attachments, this response form is NOT to be destroyed. This response form is to be returned to the appropriate State office as specified under "PROCESSING RESPONSES"/"WHITE MAIL."

FOLLOW-UP MAILINGS: The contractor will be required to follow the same requirements as the initial mailing for the follow-up mailings including the processing of the responses.

For the follow-up mailings, BLS-Washington will provide the updated "Print File" for each state at the SFTP site.

SCHEDULE: Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511). The postaward conference will be held within five (5) workdays of notification of award.

Preproduction meeting will be within five (5) workdays of the postaward conference.

NOTE: For each option year exercised, the amount of time in the schedule will remain the same.

PDF soft proofs must be emailed to the ordering agency at the email address specified on the print order.

The Government will furnish the templates (for each item) and exhibits immediately after award. Government will also furnish all file formats immediately after the award.

No definite schedule for placement of orders can be predetermined.

The following schedules begin the workday after receipt of the print order and furnished material; the workday after receipt will be the first workday of the schedule.

Schedule for ARS and Special Survey Mailings -

- Contractor must complete production and distribution within 10 workdays receipt of the print order and furnished material.
- No specific date is set for submission of proofs. Proofs must be submitted as soon as possible to allow for revised proofs if contractor's errors are judged serious enough to require them.
- Proofs will be withheld no more than two (2) workdays from their receipt at the ordering agency until changes/corrections/"o.k. to print" are furnished via email. The first workday after receipt of proofs at the ordering agency is day one (1) of the hold time.
- All proofs and transit time are included in the 10-workdays schedule

Schedule for MWR Mailings -

- Contractor must complete production and distribution within five (5) workdays of receipt of the print order and furnished material.
- No specific date is set for submission of proofs. Proofs must be submitted as soon as possible to allow for revised proofs if contractor's errors are judged serious enough to require them.
- Proofs will be withheld no more than two (2) workdays from their receipt at the ordering agency until changes/corrections/"o.k. to print" are furnished via email. The first workday after receipt of proofs at the ordering agency is day one (1) of the hold time.
- All proofs and transit time are included in the 5-workday schedule.

Schedule for Processing Returned Forms/Scanned Images -

- The contractor will process (open, sort, and scan) forms and white mail within five (5) workdays of receipt of the forms via return mail.
- The contractor will send the data files and scanned image files to the Government weekly (or according to a schedule determined at the postaward meeting).

The ship/deliver date indicated on the print order is the date products ordered for shipping f.o.b. destination must be delivered to the destinations specified and the date products ordered for mailing/shipping f.o.b. contractor's city must be delivered to the U.S. Postal Service and/or picked up by small package carrier.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

For compliance reporting purposes, the contractor is to notify the U.S. Government Publishing Offices of the date of shipment or delivery. Upon completion of each order, contractor must contact the Shared Support Services Compliance Section via email at compliance@gpo.gov. Personnel receiving email, will be unable to respond to questions of a technical nature or to transfer any inquires.

SECTION 3. - DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the "SCHEDULE OF PRICES" to the following units of production which are the estimated requirements to produce one (1) year's production under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period of time.

The following item designations correspond to those listed in the "SCHEDULE OF PRICES."

- I. 10
 - (1) (2)
- II. (a) 3 957
 - (b) 1 18
 - (c) 5 892
 - (d) 1 100
 - (e) 9 332
 - (f) 9 328
 - (g) 9 332
 - (h) 12 2,292
 - (i) 9 7
 - (j) 9 325
 - (k) 8 7
- III. (a) 15
 - (b) 1
- IV. 143

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(Initials)

SECTION 4. - SCHEDULE OF PRICES

Bids offered are f.o.b. contractor's city.

Prices must include the cost of all required materials and operations for each item listed in accordance with these specifications.

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared non-responsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government. Bids submitted with NB (No Bid), NA (Not Applicable), or blank spaces for an item may be declared non-responsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the "DETERMINATION OF AWARD") that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

All invoices submitted to the GPO shall be based on the most economical method of production.

Fractional parts of 1,000 will be prorated at the per-1,000 rate.

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	ontractor's billing invoice must be itemized in accordance with the line items	in the "SCHEDU	JLE OF PRICES."
I.	PREPRESS: Electronic prepress operations that cannot be properly class charged as "System Timework." Any charge made under "System Timeword outlining in detail the operation for which payment is claimed. In case of distance the right to be the final judge as to the operations and/or number of hours of the property class of the right to be the final judge as to the operations and/or number of hours of the property class of the property	k" must be suppor pute, the contracti	rted by a statementing officer reserves
	System timeworkp	er hour	\$
II.	PRINTING/VARIABLE IMAGING, BINDING, CONSTRUCTION, DISTRIBUTION OF PACKAGES: Prices offered must be all inclusive cost of all required materials and operations necessary (including PD printing/variable imaging, binding, construction, assembly, packing; all materials; labeling and marking; NCOA; and distribution in accordance with	as applicable and F soft proofs and necessary wrap	d must include the nd paper) for the ping and packing
		Makeready and/or Setup (1)	Running Per 1,000 copies (2)
		()	· /
	(a) Item 1: Letter – Version A (NVS/NCA)		
	Printing and imaging in two colors,		\$
			\$
	Printing and imaging in two colors,		\$

		Makeready and/or Setup	Running Per 1,000 copies
(-)	It was 2 I attend Marian C (MMID).	(1)	(2)
(c)	Item 3: Letter – Version C (MWR): Printing and imaging in two colors,		
	face only, including bindingper	letter \$	\$
	face only, including officingper	ΙΕΠΕΙ φ	Φ
(d)	Item 4: Letter – Version D (Special Survey):		
()	Printing and imaging in two colors,		
	face only, including bindingper	letter\$	\$
		· · · · · · · · · · · · · · · · · · ·	·
(e)	Item 5: Survey Form:		
	Printing and imaging in two colors,		
	face and back, including bindingper	form\$	\$
(f)	Item 6: Form Additional Pages:		
	Printing in two colors and imaging in black,		
	face and back, including bindingper	page\$	\$
(-)	I 7. C I		
(g)	Item 7: Cover Letter:		
	Printing and imaging in two colors,	lattan ¢	\$
	face only, including binding per	Tetter\$	Φ
(h)	Item 8: No. 10 Mail-out Envelope		
(11)	with Double Windows:		
	Printing in black, face only, including cost		
	of envelopeper env	relope\$	\$
	01 01 01 01 01 01 01 01 01 01 01 01 01 0		*
(i)	Item 9: 9 x 12" Mail-out Envelope		
	with Double Windows:		
	Printing in black, face only, including cost		
	of envelopeper env	relope\$	\$
(j)	Item 10: No. 9 Return Envelope:		
	Printing in black, face only, including cost		
	of envelopeper env	relope\$	\$
(1,	Item 11: 9 x 12" Return Envelope:		
(K)	Printing in black, face only, including cost		
	of envelopeper env	valona \$	\$
	or envelopeper env	etope \$	Φ
III. PR	OCESSING RESPONSE FORMS: Must include the cost of	f scanning barcodes and cre	eating response files.
(a)	Categories 1 and 2 (including destruction costs)	per 1,000 forms	\$
(b)	Category 3	per 1,000 forms	\$_

IV. PACKING AND DISTRIBUTION OF BATCHED RESPONSES: Prices offered must include the cost all required materials and operations necessary for the packing of the batched responses including cost of shipping bags or shipping containers, packing materials, and delivery of all shipping bags/containers to small package carrier in accordance with these specifications.						
Packing and sealing shipping bags/containersper shipping bag/container\$						
LOCATION OF POST OFFICE: All mailing will be made from the						
Post Office located	at Street Address	,				
City	, State	, Zip Code				

Onitials) Date: _____ Contracting Officer: ____ Date: ____

Certified by:

BLS Confidentiality and Security Requirements

Last Updated: March 2021

- Work under this contract will involve exposure to Bureau of Labor Statistics (BLS) confidential information that were collected by the BLS under a pledge of confidentiality for exclusively statistical purposes or other confidential information as defined in Section 2 below. The majority of data collected by BLS are provided on a voluntary basis by respondents who have agreed to provide the information for the statistical purpose(s) specified by the BLS. A violation of the confidence that respondents place in the BLS would endanger the ability of the BLS to carry out its duties. Therefore, the Contractor and its employees must handle any such data, that they may come into contact with as a result of contract work, in accordance with the Confidential Information Protection and Statistical Efficiency Act (CIPSEA) (44 USC Section 3561 et seq.) and other applicable Federal laws. Due to the possible exposure to data protected by law under CIPSEA, the BLS may, in accordance with this contract, designate Contractor employees as agents of the BLS. All such agents are subject to the fines and penalties under CIPSEA and any other fines and penalties that apply to the mishandling of confidential information. The "Confidential Information Protection" provisions of CIPSEA appear as Attachment A of these requirements.
- 2. For the purposes of this contract, "confidential information" may include any of the following:
 - a. <u>Statutorily Protected Information</u>. Data or information collected by the BLS, including its agents, under a pledge of confidentiality and/or data protected from public disclosure under CIPSEA, the Wagner-Peyser Act, the Trade Secrets Act, or other Federal laws.
 - b. <u>Respondent Identifiable Information</u>. Any representation of information that permits the identity of participants in BLS statistical programs to be reasonably inferred by either direct or indirect means. BLS-specific examples include but are not limited to survey sample composition, lists of reporters, names of respondents, and brand names, regardless of the source of such lists or names. Respondent Identifiable Information may also be Statutorily Protected Information.
 - c. Personally Identifiable Information. Any representation of information about an individual, maintained by the BLS, that permits the identity of the individual to whom the information applies to be reasonably inferred by either direct or indirect means. BLS-specific examples include but are not limited to, education, financial transactions, and medical, criminal, or employment history, and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual. Personally Identifiable Information may also be Respondent Identifiable Information and Statutorily Protected Information.
 - d. Principal Federal Economic Indicator (PFEI) Pre-release Information. Statistics and analyses produced by the BLS that have not yet been released to the public and have been designated by the Office of Management and Budget as Principal Federal Economic Indicators. Currently, the following BLS data series have been designated as PFEIs: the Consumer Price Index, Employment Situation, Employment Cost Index, Producer Price Indexes, Productivity and Costs, Real Earnings, and U.S. Import and Export Price Indexes.

- e. <u>Non-PFEI Pre-release Information</u>. Statistics and analyses, not designated as PFEIs, that have not yet been released to the public, whether or not there is a set date and time of release before which they must not be divulged.
- f. Restricted Access Information. Information describing the internal practices of the BLS that should be limited in access to individuals with a need-to-know. BLS-specific examples include but are not limited to system security documentation and vulnerability assessments, procurement-sensitive information, systems-specific operating procedures, and internal reports.
- 3. In performing work under this contract, the Contractor agrees that access to the confidential information will be restricted to authorized persons. For the purposes of this contract, "authorized persons" is defined as: BLS employees and non-BLS employees designated as agents of the BLS who are authorized access to the confidential information for the statistical purposes set out under this contract and who have signed a BLS Agent Agreement (Attachment B) swearing to comply with CIPSEA and other applicable Federal laws in the handling of BLS confidential information.

The parties understand and agree to the following:

- a. Authorized persons granted access to confidential information will not make use of the information for any purpose other than to carry out tasks specifically authorized under the contract.
- b. Authorized persons will not seek to obtain access to confidential information that is not needed to carry out contract work.
- c. The Contractor will promptly furnish to the BLS a list of Contractor employees who the Contractor believes require access to BLS confidential information in order to perform work on the contract. The BLS will consider such persons for designation as agents of the BLS. If the BLS deems it necessary to decline to approve any such employee as an agent, the Contractor may furnish the name of another Contractor employee to the BLS for consideration.
- d. The BLS will furnish to the Contractor BLS Agent Agreements for all approved agents. The Contractor will forward all signed BLS Agent Agreements to the Contracting Officer Representative (COR) prior to such agents receiving access to the confidential information.
- e. The Contractor will keep records on current Agent designations and will report such information promptly to the COR upon request.
- f. The Contractor will assure that all agents will comply with their obligations under the BLS Agent Agreement and under the contract.
- 4. Agents shall not be regarded as employees of the United States Government, the Department of Labor, or the BLS for any purpose. The parties further understand and agree to the following:
 - a. The Contractor shall notify the BLS COR promptly whenever an agent is no longer associated with the Contractor or when an agent no longer requires access to

- confidential information. The Contractor shall notify the BLS immediately whenever an agent's access to confidential data may endanger the confidentiality of data.
- b. BLS may, without advance notice, discontinue or suspend any BLS Agent Agreement or any agent's access to its information at any time, within its own absolute discretion.
- c. In the event of such suspension or discontinuance, the employing Contractor will propose a Contractor employee deemed suitable by the BLS as a replacement agent, where such employee's services are needed to carry out the Contractor's responsibilities under this contract.
- d. No BLS Agent Agreement nor any discontinuance nor suspension thereof, nor any denial of access to information, will result in any payment of any kind nor any legal liability by the BLS, the Department of Labor, or the United States Government.
- e. Discontinuance of any BLS Agent Agreement will not affect any obligation of the Contractor or the designated agent to safeguard confidential data or any intellectual property rights set forth in this contract or in any BLS Agent Agreement.
- 5. The Contractor agrees, in the performance of this contract, to screen employees and to use only those employees who have a demonstrated record of honesty, trustworthiness, integrity, and reliability as ascertained by the Contractor. All Contractor personnel selected to work under this contract may be subject to any Federal background investigation(s) deemed appropriate by BLS, including pre-employment checks.
- 6. All agents will perform activities subject to this contract under the control of the COR, a BLS Task Monitor, or any other BLS official that the BLS designates (in some contracts the COR responsibilities noted in these requirements will be handled by a BLS Task Monitor).
- 7. All agents must agree, in writing, to comply with all provisions of law that affect information acquired by the BLS including, among other laws, the Trade Secrets Act, the Wagner-Peyser Act, and the Privacy Act. They must specifically swear (or affirm) to comply with the provisions of CIPSEA, as set forth in the BLS Agent Agreement attached as Attachment B. Agents who improperly disclose confidential information may be subject to criminal sanctions.
- 8. The Contractor agrees to cooperate with BLS in administering BLS-supplied confidentiality and security trainings to all agents designated under this contract. The Contractor agrees to ensure that all agents complete such training within thirty days of being assigned to BLS work and on an annual basis thereafter. The Contractor agrees to follow BLS instruction with regard to reporting on training completion and to provide reasonable evidence of training completion to the BLS upon request. The BLS may consider, but is not obligated to accept, alternate approaches to training delivery and reporting that the contractor may propose to meet this requirement.
- 9. The Contractor agrees not to divulge, publish, reproduce, or otherwise disclose, in any manner or to any extent, confidential information, in whole or in part, to any individual other than authorized persons.
- 10. The Contractor and all of its employees shall not release any reports or other outputs (including those oral or written and regardless of format) prepared using confidential information, unless cleared in advance by the COR or other official designated by the BLS. Such clearance will be to assure that no such outputs involve the inappropriate release of

- confidential information. All parties, including Contractors and its employees, will be bound by the determinations of such BLS official.
- 11. The Contractor agrees to notify the COR immediately upon discovering any breach or suspected breach of security, or any disclosure of the confidential information. A breach is any opportunity for, or actual instance of, an unauthorized individual accessing confidential information. Examples of breaches may include mailing respondent surveys to an incorrect address, the loss or theft of a computing device, email or fax transmittals of confidential information sent to an unintended recipient, or any unauthorized advance release.
- 12. The Contractor agrees to notify the COR immediately upon receipt of any legal, investigatory, or other demand for access to the confidential information in any form.
- 13. The Contractor agrees not to subcontract or transfer any work in the performance of the contract that would involve the exposure or disclosure of any BLS confidential information orally, in writing, or in any other form, in whole or in part, to the subcontractor or access to such information by the subcontractor except with the prior written approval of the COR. The Contractor agrees to include BLS confidentiality and security provisions as provided by the COR in all subcontracts awarded to carry out work provided for in this contract. The Contractor agrees to consult with the COR regarding whether subcontractor employees are required to be designated as agents. The Contractor agrees to send to the COR, a copy of any approved subcontract upon execution.
- 14. The Contractor agrees not to attempt to link BLS confidential information with individually identifiable records from any BLS or non-BLS data set without the written approval of the COR. The Contractor must show to the satisfaction of the BLS that they are able to legally extend to the BLS permission to access all such non-BLS data. Permission must be extended to BLS employees and agents to access the non-BLS data. All new data sets created from linking BLS confidential information with other data are protected by CIPSEA and must be handled in accordance with the provisions in this contract.
- 15. In the case that the contract involves the collection of data from respondents, the contractor agrees to notify the COR immediately should any respondent require an agreement be signed prior to providing data to the BLS.
- 16. If any contract employees must be issued BLS Local Area Network (LAN) IDs, then each such employee must agree to abide by BLS network "Rules of Behavior" prior to receiving an ID.
- 17. Contractor personnel shall be required to sign any individual agreements governing access to information that are required by other Federal agencies as a result of the disclosure of data to Contractor personnel pursuant to this contract.
- 18. Contractor personnel who have access to pre-release information are prohibited from releasing the data to anyone other than authorized employees of the BLS and authorized agents who require access to such data for the purposes of carrying out their responsibilities under this contract. They shall not gain financially from knowledge of the data. It would be a violation of this contract for Contractor personnel to do the either of the following:
 - a. Use knowledge of pre-release information to buy or sell stocks, mutual funds, bonds, or futures, or to make or divest themselves of other similar investments.
 - b. Disclose pre-release information to other persons, or advise or make recommendations to other persons based on knowledge of such data.

19. Privacy Act notification: If applicable, the Contractor will be required to design, develop, or operate system(s) of records on individuals, to accomplish an Agency function subject to the Privacy Act of 1974, Public Law 93-579 (5 U.S.C., Section 552a) as amended (the Act), and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties (FAR 52.224-1). The title(s) of the system(s) of records shall be listed on the respective task orders, as appropriate.

20. The Contractor agrees to:

- a. Comply with the Act and the Agency rules and regulations issued pursuant to the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:
 - (1) the system(s) of records; and
 - (2) the design, development, or operation work that the Contractor is to perform.
- b. Include the Privacy Act provisions contained in this contract in every solicitation and every subcontract, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act.
- c. Include, in all data solicitations requesting information to be placed in a Privacy Act System of Records, a Privacy Act notification statement provided by the BLS.
- 21. The Federal Information Security Modernization Act tasked the National Institute of Standards and Technology (NIST) with providing minimum security requirements for the protection of sensitive information while residing in nonfederal information systems. The Contractor agrees to ensure that all Contractor-owned systems used to store or process data under this agreement comply with all applicable Federal information security directives, acts, laws, regulations, standards, and guidelines. The Contractor shall ensure implementation of the respective security controls catalogued in the current version of NIST Special Publication 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations," and the operating system settings recommended by the manufacturers of the commercial off-the-shelf (COTS) products selected for integration, into any systems used to store or process BLS data. Per NIST 800-171, the BLS reserves the right to request the System Security Plan (SSP) and any associated plans of action for any planned implementations or mitigations. In instances where the Contractor finds that a security control does not apply or cannot be met, the Contractor should notify the COR and may request an exception. Any exceptions must be approved in writing by the BLS.
- 22. The Contractor agrees to comply with Federal policies regarding the secure transmission of confidential information including both electronic and physical data transfers. The Contractor shall consult with the COR to determine which data transfer methods are acceptable for the various types of confidential information that are involved in contract performance. Per NIST 800-171, confidential electronic data transfers authorized by the COR must utilize encryption technology that meets the standards established by the Federal Information Processing Standards Publication 140, "Security Requirements for Cryptographic Modules" (FIPS PUBS 140) and any subsequent revisions to these standards. Encrypted portable media may be delivered by a courier, a BLS employee, or an authorized individual of the recipient, or may be sent via a mail delivery service with tracking capability. In person pick up of an appropriately labeled paper copy, by an authorized individual of the recipient, is also permitted.

- 23. The Contractor agrees to maintain secure worksites within the approved facilities for performance of work under this contract. The confidential information shall be secured in a manner so that it cannot be viewed by, and it is not accessible to, persons who have not been designated as agents of the BLS and who have not signed a BLS Agent Agreement.
- 24. Work under this contract will be performed at BLS facilities or other approved worksites. The parties understand and agree to the following:
 - a. No worksites outside of the United States will be permitted.
 - b. The Contractor must provide the COR with a list of worksites for approval at the start of work provided for in this contract and subsequent task orders, and must notify the COR in writing of any proposed changes (additions or deletions) to the list of worksites. The COR shall indicate approval of the worksites in writing. All work provided for under this contract will be performed at those approved locations only.
 - c. Contractor employee telework locations may be included in the list of worksites. Contractor employees may be permitted to telework on a full-time or temporary basis. All instances of contractor telework must be documented and approved by the COR before any telework begins. No personally owned equipment can be used by the Contractor. Additionally, the Contractor is expected to meet all of the security requirements for the telework site(s). The Contractor should be prepared to demonstrate how it is implementing the security controls catalogued in NIST 800-171 for the telework site(s) and may be required to submit evidence of adherence through a System Security Plan (SSP) or other documentation. Any exceptions of a telework location to the NIST 800-171 requirements would need to be documented and approved in writing by the COR.
 - d. The Contractor agrees not to remove any digital and/or non-digital media or equipment containing the confidential information from approved worksites. Exceptions to this provision shall be permitted only with prior, written approval of the COR in accordance with BLS confidentiality and security policies.
- 25. In some cases, such as data collection activities, contract work may necessitate handling of confidential data away from secure worksites. Where the COR has approved such work arrangements in writing, the contractor agrees to maintain all confidential information in a secure fashion. The Contractor shall provide the contract employees with instructions on maintaining the security of all confidential information. Such instructions are subject to the review and approval of the BLS COR upon request.
- 26. BLS reserves the right to review and approve or disapprove all the security safeguards instituted to comply with the requirements of this contract. BLS also reserves the right on behalf of itself and the Government to conduct confidentiality and security compliance reviews as deemed appropriate to ensure compliance with all security policies and directives, including unannounced security inspections of the Contractor's facilities and approved worksites. Reviews may involve inspection of the facilities, technical capabilities, documentation, records, databases, operations, and procedures provided for the performance of any work under this contract. The Contractor shall support security inspections conducted by Government auditors or other Government representatives, as designated by the COR. Additionally, the Contractor may be asked to submit necessary oversight documentation in support of third party monitoring. BLS data physically and/or electronically maintained at the Contractor's worksites will be sufficiently segregated from

any other confidential data the Contractor maintains in order to facilitate BLS security inspections. No other obligations on the part of the Contractor may restrict BLS access to Contractor facilities where BLS confidential information is maintained. The Contractor may not put forth legal qualifications for, or in any way restrict, BLS access to these systems or facilities for the purpose of determining compliance with contract requirements. On the basis of such security inspections, the COR may require specific measures in cases where the Contractor is found to be non-compliant with contract requirements. The Contractor shall implement such measures as soon as possible without additional cost to the Government and support additional reviews as necessary to confirm actions taken to correct defects and deficiencies.

- 27. Contractor acquisition of a Cloud Service Provider(s) (CSP) service offerings (CSO) to service BLS confidential information must be acquired through Federal Risk and Authorization Management Program (FedRAMP) compliant vendors. Cloud providers servicing BLS confidential data must have FedRAMP approval and cloud services must utilize Government Only Tenants operated by employees who are U.S. Citizens on U.S. soil. Contractors must submit a CSP vendor's FedRAMP package ID and service name for continuous monitoring security review at the request of the BLS. BLS confidential information must have defined access controls and be encrypted at rest and in transit to prevent unauthorized access. Only FIPS-validated cryptography is approved for use in encrypting Federal information. It is a contractor responsibility to ensure that any employee of a CSP who will require access to unencrypted BLS confidential information for any purpose be designated as a BLS agent and receive the required training.
- 28. Upon termination or completion of the contract, or at an earlier time if required by the COR, all source documents or other media provided to the Contractor by BLS that contain confidential information and any documents or other media created by the Contractor that contain confidential information must be returned to the COR, or with the COR's permission, be destroyed. The Contractor shall ensure that all data that have been deleted cannot be retrieved and reconstructed. All types of digital and/or non-digital media and equipment must be properly disposed, cleared, purged, or destroyed in accordance with Federal guidelines. The Contractor shall certify that unnecessary data processed during the performance of this contract was purged from all data storage components of the Contractor's computer facilities. The Contractor will retain no output after such time as the contract is completed. If the COR directs the Contractor to retain any data, the Contractor shall certify that any BLS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures in accordance with the terms of this contract. The Contractor's failure to surrender or destroy such materials promptly or the Contractor's conversion of such materials to a use not authorized by the contract may be a violation of 18 U.S.C. Section 641.
- 29. If the Contractor fails to comply with the requirements contained in this contract, the Contractor shall be deemed to have failed to perform the provision of this contract.

BLS Confidentiality & Security Requirements Attachment 2

CONFIDENTIAL INFORMATION PROTECTION AND STATISTICAL EFFICIENCY ACT

PART A—GENERAL

§ 3561. Definitions

In this subchapter:

- (1) AGENCY.—The term 'agency' means any entity that falls within the definition of the term 'executive agency', as defined in section 102 of title 31, or 'agency', as defined in section 3502.
 - (2) AGENT.—The term 'agent' means an individual—
 - (A) (i) who is an employee of a private organization or a researcher affiliated with an institution of higher learning (including a person granted special sworn status by the Bureau of the Census under section 23(c) of title 13), and with whom a contract or other agreement is executed, on a temporary basis, by an executive agency to perform exclusively statistical activities under the control and supervision of an officer or employee of that agency;
 - (ii) who is working under the authority of a government entity with which a contract or other agreement is executed by an executive agency to perform exclusively statistical activities under the control of an officer or employee of that agency;
 - (iii) who is a self-employed researcher, a consultant, a contractor, or an employee of a contractor, and with whom a contract or other agreement is executed by an executive agency to perform a statistical activity under the control of an officer or employee of that agency; or
 - (iv) who is a contractor or an employee of a contractor, and who is engaged by the agency to design or maintain the systems for handling or storage of data received under this subchapter; and
 - (B) who agrees in writing to comply with all provisions of law that affect information acquired by that agency.
- (3) BUSINESS DATA.—The term 'business data' means operating and financial data and information about businesses, tax-exempt organizations, and government entities.
- (4) DATA ASSET.—The term 'data asset' has the meaning given that term in section 3502.
- (5) DIRECTOR.—The term 'Director' means the Director of the Office of Management and Budget.
- (6) EVIDENCE.—The term 'evidence' means information produced as a result of statistical activities conducted for a statistical purpose.

- (7) IDENTIFIABLE FORM.—The term 'identifiable form' means any representation of information that permits the identity of the respondent to whom the information applies to be reasonably inferred by either direct or indirect means.
 - (8) NONSTATISTICAL PURPOSE.—The term 'nonstatistical purpose'—
 - (A) means the use of data in identifiable form for any purpose that is not a statistical purpose, including any administrative, regulatory, law enforcement, adjudicatory, or other purpose that affects the rights, privileges, or benefits of a particular identifiable respondent; and
 - (B) includes the disclosure under section 552 of title 5 of data that are acquired for exclusively statistical purposes under a pledge of confidentiality.
- (9) RESPONDENT.—The term 'respondent' means a person who, or organization that, is requested or required to supply information to an agency, is the subject of information requested or required to be supplied to an agency, or provides that information to an agency.
 - (10) STATISTICAL ACTIVITIES.—The term 'statistical activities'—
 - (A) means the collection, compilation, processing, or analysis of data for the purpose of describing or making estimates concerning the whole, or relevant groups or components within, the economy, society, or the natural environment; and
 - (B) includes the development of methods or resources that support those activities, such as measurement methods, models, statistical classifications, or sampling frames.
- (11) STATISTICAL AGENCY OR UNIT.—The term 'statistical agency or unit' means an agency or organizational unit of the executive branch whose activities are predominantly the collection, compilation, processing, or analysis of information for statistical purposes, as designated by the Director under section 3562.
 - (12) STATISTICAL PURPOSE.—The term 'statistical purpose'—
 - (A) means the description, estimation, or analysis of the characteristics of groups, without identifying the individuals or organizations that comprise such groups; and
 - (B) includes the development, implementation, or maintenance of methods, technical or administrative procedures, or information resources that support the purposes described in subparagraph (A).

§ 3562. Coordination and oversight of policies

(a) IN GENERAL.—The Director shall coordinate and oversee the confidentiality and disclosure policies established by this subchapter. The Director may promulgate rules or provide other guidance to ensure consistent interpretation of this subchapter by the affected agencies. The Director shall develop a process by which the Director designates agencies or organizational units as statistical agencies and units. The Director shall promulgate guidance to implement such process, which shall include specific criteria for such designation and methods by which the Director will ensure transparency in the process.

- (b) AGENCY RULES.—Subject to subsection (c), agencies may promulgate rules to implement this subchapter. Rules governing disclosures of information that are authorized by this subchapter shall be promulgated by the agency that originally collected the information.
- (c) REVIEW AND APPROVAL OF RULES.—The Director shall review any rules proposed by an agency pursuant to this subchapter for consistency with the provisions of this chapter and such rules shall be subject to the approval of the Director.

(d) REPORTS.—

- (1) The head of each agency shall provide to the Director such reports and other information as the Director requests.
- (2) Each Designated Statistical Agency (as defined in section 3576(e)) shall report annually to the Director, the Committee on Oversight and Government Reform of the House of Representatives, and the Committee on Homeland Security and Governmental Affairs of the Senate on the actions it has taken to implement section 3576. The report shall include copies of each written agreement entered into pursuant to section 3576(c)(1) for the applicable year.
- (3) The Director shall include a summary of reports submitted to the Director under this subsection and actions taken by the Director to advance the purposes of this subchapter in the annual report to Congress on statistical programs prepared under section 3504(e)(2).

§ 3563. Statistical agencies

- (a) RESPONSIBILITIES.—
 - (1) IN GENERAL.—Each statistical agency or unit shall—
 - (A) produce and disseminate relevant and timely statistical information;
 - (B) conduct credible and accurate statistical activities;
 - (C) conduct objective statistical activities; and
 - (D) protect the trust of information providers by ensuring the confidentiality and exclusive statistical use of their responses.
- (2) POLICIES, BEST PRACTICES, AND PROCEDURES.—Each statistical agency or unit shall adopt policies, best practices, and appropriate procedures to implement the responsibilities described in paragraph (1).
- (b) SUPPORT FROM OTHER AGENCIES.—The head of each agency shall enable, support, and facilitate statistical agencies or units in carrying out the responsibilities described in subsection (a)(1).
 - (c) REGULATIONS.—The Director shall prescribe regulations to carry out this section.
 - (d) DEFINITIONS.—In this section:
 - (1) ACCURATE.—The term 'accurate', when used with respect to statistical activities, means statistics that consistently match the events and trends being measured.

- (2) CONFIDENTIALITY.—The term 'confidentiality' means a quality or condition accorded to information as an obligation not to disclose that information to an unauthorized party.
- (3) OBJECTIVE.—The term 'objective', when used with respect to statistical activities, means accurate, clear, complete, and unbiased.
- (4) RELEVANT.—The term 'relevant', when used with respect to statistical information, means processes, activities, and other such matters likely to be useful to policymakers and public and private sector data users.

§ 3564. Effect on other laws

- (a) TITLE 44, UNITED STATES CODE.—This subchapter does not diminish the authority under section 3510 of the Director to direct, and of an agency to make, disclosures that are not inconsistent with any applicable law.
- (b) TITLE 13 AND TITLE 44, UNITED STATES CODE.—This subchapter does not diminish the authority of the Bureau of the Census to provide information in accordance with sections 8, 16, 301, and 401 of title 13 and section 2108 of this title.
- (c) TITLE 13, UNITED STATES CODE.—This subchapter shall not be construed as authorizing the disclosure for nonstatistical purposes of demographic data or information collected by the Bureau of the Census pursuant to section 9 of title 13.
- (d) VARIOUS ENERGY STATUTES.—Data or information acquired by the Energy Information Administration under a pledge of confidentiality and designated by the Energy Information Administration to be used for exclusively statistical purposes shall not be disclosed in identifiable form for nonstatistical purposes under—
 - (1) section 12, 20, or 59 of the Federal Energy Administration Act of 1974 (15 U.S.C. 771, 779, 790h);
 - (2) section 11 of the Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. 796); or
 - (3) section 205 or 407 of the Department of Energy Organization Act (42 U.S.C. 7135, 7177).
- (e) SECTION 201 OF CONGRESSIONAL BUDGET ACT OF 1974.—This subchapter shall not be construed to limit any authorities of the Congressional Budget Office to work (consistent with laws governing the confidentiality of information the disclosure of which would be a violation of law) with databases of Designated Statistical Agencies (as defined in section 3576(e)), either separately or, for data that may be shared pursuant to section 3576(c) or other authority, jointly in order to improve the general utility of these databases for the statistical purpose of analyzing pension and health care financing issues.
- (f) PREEMPTION OF STATE LAW.—Nothing in this subchapter shall preempt applicable State law regarding the confidentiality of data collected by the States.
- (g) STATUTES REGARDING FALSE STATEMENTS.—Notwithstanding section 3572, information collected by an agency for exclusively statistical purposes under a pledge of confidentiality may be provided by the collecting agency to a law enforcement agency for the prosecution of submissions to the collecting agency of false statistical information under statutes

that authorize criminal penalties (such as section 221 of title 13) or civil penalties for the provision of false statistical information, unless such disclosure or use would otherwise be prohibited under Federal law.

- (h) CONSTRUCTION.—Nothing in this subchapter shall be construed as restricting or diminishing any confidentiality protections or penalties for unauthorized disclosure that otherwise apply to data or information collected for statistical purposes or nonstatistical purposes, including, but not limited to, section 6103 of the Internal Revenue Code of 1986.
- (i) AUTHORITY OF CONGRESS.—Nothing in this subchapter shall be construed to affect the authority of the Congress, including its committees, members, or agents, to obtain data or information for a statistical purpose, including for oversight of an agency's statistical activities.

PART B—CONFIDENTIAL INFORMATION PROTECTION

§ 3571. Findings

The Congress finds the following:

- (1) Individuals, businesses, and other organizations have varying degrees of legal protection when providing information to the agencies for strictly statistical purposes.
- (2) Pledges of confidentiality by agencies provide assurances to the public that information about individuals or organizations or provided by individuals or organizations for exclusively statistical purposes will be held in confidence and will not be used against such individuals or organizations in any agency action.
- (3) Protecting the confidentiality interests of individuals or organizations who provide information under a pledge of confidentiality for Federal statistical programs serves both the interests of the public and the needs of society.
- (4) Declining trust of the public in the protection of information provided under a pledge of confidentiality to the agencies adversely affects both the accuracy and completeness of statistical analyses.
- (5) Ensuring that information provided under a pledge of confidentiality for statistical purposes receives protection is essential in continuing public cooperation in statistical programs.

§ 3572. Confidential information protection

- (a) PURPOSES.—The purposes of this section are the following:
- (1) To ensure that information supplied by individuals or organizations to an agency for statistical purposes under a pledge of confidentiality is used exclusively for statistical purposes.
- (2) To ensure that individuals or organizations who supply information under a pledge of confidentiality to agencies for statistical purposes will neither have that information disclosed in identifiable form to anyone not authorized by this subchapter nor have that information used for any purpose other than a statistical purpose.

- (3) To safeguard the confidentiality of individually identifiable information acquired under a pledge of confidentiality for statistical purposes by controlling access to, and uses made of, such information.
- (b) USE OF STATISTICAL DATA OR INFORMATION.—Data or information acquired by an agency under a pledge of confidentiality and for exclusively statistical purposes shall be used by officers, employees, or agents of the agency exclusively for statistical purposes and protected in accordance with such pledge.

(c) DISCLOSURE OF STATISTICAL DATA OR INFORMATION.—

- (1) Data or information acquired by an agency under a pledge of confidentiality for exclusively statistical purposes shall not be disclosed by an agency in identifiable form, for any use other than an exclusively statistical purpose, except with the informed consent of the respondent.
- (2) A disclosure pursuant to paragraph (1) is authorized only when the head of the agency approves such disclosure and the disclosure is not prohibited by any other law.
- (3) This section does not restrict or diminish any confidentiality protections in law that otherwise apply to data or information acquired by an agency under a pledge of confidentiality for exclusively statistical purposes.
- (d) RULE FOR USE OF DATA OR INFORMATION FOR NONSTATISTICAL PURPOSES.—A statistical agency or unit shall clearly distinguish any data or information it collects for nonstatistical purposes (as authorized by law) and provide notice to the public, before the data or information is collected, that the data or information could be used for nonstatistical purposes.
- (e) DESIGNATION OF AGENTS.—A statistical agency or unit may designate agents, by contract or by entering into a special agreement containing the provisions required under section 3561(2) for treatment as an agent under that section, who may perform exclusively statistical activities, subject to the limitations and penalties described in this subchapter.
- (f) FINES AND PENALTIES.—Whoever, being an officer, employee, or agent of an agency acquiring information for exclusively statistical purposes, having taken and subscribed the oath of office, or having sworn to observe the limitations imposed by this section, comes into possession of such information by reason of his or her being an officer, employee, or agent and, knowing that the disclosure of the specific information is prohibited under the provisions of this subchapter, willfully discloses the information in any manner to a person or agency not entitled to receive it, shall be guilty of a class E felony and imprisoned for not more than 5 years, or fined not more than \$250,000, or both.

BLS Confidentiality & Security Requirements Attachment 3

BLS AGENT AGREEMENT

- 1. I, [Name BLS Designating Official], an authorized official of the Bureau of Labor Statistics (BLS), U.S. Department of Labor, hereby designate [Name of Agent] as a temporary Agent of the BLS, within the meaning of the Confidential Information Protection and Statistical Efficiency Act (CIPSEA), (Attachment A), to serve in accordance with this Agent Agreement and agreements entered into between the BLS and [Name of Contractor], hereinafter "the Contractor," for BLS-approved statistical activities, and applicable Federal law.
- 2. I, [Name of Agent], hereby accept the designation as Agent in paragraph 1. I certify that I have read all applicable agreements between the BLS and the Contractor and promise that I will comply with all provisions of this Agent Agreement, all agreements between the BLS and the Contractor, and applicable law. I will assure that my actions or inactions do not cause the Contractor to violate its responsibilities under those agreements. I specifically swear (or affirm) to comply with all provisions of law that affect information acquired by the BLS, including, but not limited to, CIPSEA, the Privacy Act, the Trade Secrets Act, and the Wagner-Peyser Act, and I understand that my failure to comply with these provisions may subject me to criminal sanctions.
- 3. We, the parties, understand that the BLS is granting the Agent access to confidential information only for the purpose of carrying out the Agent's responsibilities under written agreements between the BLS and the Contractor. Confidential information includes respondent identifiable information which is protected from unauthorized use or disclosure under CIPSEA. Confidential information may also include pre-release, personally identifiable, and restricted access information. The BLS will grant access only to that confidential information which is necessary to carry out the Agent's responsibilities under written agreements between the BLS and the Contractor. The Agent will not seek or obtain such confidential information for any other purpose. The Agent will return all confidential information to the BLS, at the request of the BLS. The Agent will return this information to the BLS when the Agent is no longer affiliated with the Contractor or when the Agent has no further responsibilities under these agreements which require access to such information.
- 4. I, [Name of Agent], will perform all activities subject to this agreement under the control of the BLS Contracting Officer Representative or any other BLS official that the BLS designates. I, the Agent, agree to comply with all BLS information policies.
- 5. We, the parties, understand and agree that the Agent will not be an employee of the United States government, the Department of Labor, or the BLS for any purpose and will not receive compensation or payment of any kind from the BLS, the Department of Labor, or the Government in connection with the Agent's activities under this agreement or any other agreements between the BLS and the Contractor. Neither this agreement nor any agreement between the BLS and the Contractor provides any right of access to BLS information. The parties also understand and agree that the BLS may decline to give the Agent access to

information and/or to terminate this agreement at any time, without notice. The parties agree that neither this agreement, nor any termination thereof will result in any legal liability by the BLS, the Department of Labor, or the Government; however, termination will not affect the Agent's continuing obligation to safeguard all confidential information, and it will not affect any license granted to the Government or any intellectual property rights of the public or the Government pursuant to section 6.

- 6. I, [Name of Agent], understand that I will not acquire any property rights or interests in data accessed, used, or provided as a result of activities performed under this agreement.
- 7. I, [Name of Agent], certify that I currently am an employee of the Contractor, and I will notify the BLS if I should no longer be affiliated with the Contractor or of any change of status with the Contractor.
- 8. I, [Name of Agent], fully understand my responsibilities to protect confidential information from unauthorized disclosure. I will comply with all instructions of the BLS with respect to such information and all security requirements and will avoid all improper use or disclosure of confidential information. I will notify the BLS immediately if I become aware of any request or demand for access to confidential information. I understand that under CIPSEA, the penalty for a knowing and willful disclosure of respondent identifiable information is a class E felony with a fine of not more than \$250,000 or imprisonment for not more than 5 years, or both.

[Name of Agent]
[Agent's Organization]

[Name of BLS Official] Bureau of Labor Statistics

5/31/2016

Contract Printer - Business Reply Mail

A. BLS Mail Representative:

LaChelle Bynum: 202-691-5344. Bynum L@bls.gov

B. Permit Numbers and BLS CRID#:

BRM Program Permit Number: 1791

2. BLS CRID Number: 3237388

Instructions for setting up a Business Reply Mail (BRM) account are as follows:

- C. BLS representative forwards the BRM permit number, sales receipt, and letter of authorization to the known contract printer.
- D. Contract printer representative should:
 - 1. Determine if the post office uses the Postal One System?
 - If yes, files the PS 3615.
 - If no, immediately contacts the BLS representative. The BLS representative may direct you to locate a post office within your area that is using the Postal One System or advise you on where the BRM should be returned.
 - Complete a PS 3615, Mailing Permit Application and Customer Profile, application.
 A copy of the form may be downloaded from the USPS website
 (http://www.usps.com/forms/pdf/ps3615.pdf.
 - 3. Present two picture IDs and the PS 3615 form, the copy of the sales receipt, and the letter of authorization (Attachment B) provided by the National Office to the local postal representative. The sales receipt is proof that the number was obtained in Washington, DC, and that the application fee was paid in full. If the local post office cannot use the BRM number that you presented, contact the BLS representative.
 - Request a zip+4 code, a camera ready copy of the BRM artwork, and a Postage Due number (the account number starts with a 9).
 - Inform the postal representative that the BRM accounting fee will be paid by CAPS. If the post office is not in agreement with this payment method, then you should consolidate the accounting fee in the printing and mail cost invoice.
 - Forward postal transactions information received to the BLS contact such as a BRM three-digit add-on and the postage due number.
 - Design BRM envelopes according to USPS regulations with the new permit number preprinted on them.
 - 8. Confirm with BLS that there is adequate money in CAPS to perform the mailing.

5/31/2016

Contract Printer - Permit Imprint Mail

Instructions for setting up a Permit Imprint Mail account are as follows:

A. BLS Mail Representative:

LaChelle Bynum: 202-691-5344. Bynum L@bls.gov

- B. Permit Numbers and BLS CRID#:
 - Permit Imprint Number used in last Contract (contractor will need to see if it available at new post office: 1766
 - BLS CRID Number: 3237388
- C. BLS representative will request a known contract printer to establish a permit imprint account on behalf of BLS at the local Postal Office.
- D. Contract printer's representative should:
 - 1. Determine if the post office uses the Postal One System?
 - . If yes, file the PS 3615
 - If no, immediately contacts the BLS representative. The BLS representative may direct you to locate a post office within your area that is using the Postal One System.
 - Complete a PS 3615, Mailing Permit Application and Customer Profile, application. See sample copy, Attachment A. A copy of the form may be downloaded from the USPS website (http://www.usps.com/forms/ pdf/ps3615.pdf.
 - 3. Present two picture IDs and the PS 3615 form, the copy of the sales receipt, and the letter of authorization (Attachment B) provided by the National Office to the local postal representative. The sales receipt is proof that the number was obtained in Washington, DC, and that the application fee was paid in full. If the local post office cannot use the BRM number that you presented, contact the BLS representative.
 - Inform the local postal representative that the account is being requested by the Bureau of Labor Statistics (BLS) but it will be used by (contract printer name) to mail on behalf of the BLS.
 - Consolidates the application fee (\$185) and annual mailing fee (\$185) into the contract printing and mail cost.
 - Send a copy of the postal transaction information to the BLS representative, who will add the information to the BLS CAPS account.
 - 7. Confirm with BLS that there is adequate money in CAPS to perform the mailing
 - Design the mail piece or envelopes according to USPS regulations with the new permit number preprinted on them. Below is a sample indicia format.

5/31/2016

First-Class Mail
Postage & Fees Paid
City, State
Permit No. ---Presorted
First-Class Mail
Postage & Fees Paid
City, State
Permit No. ----

EXHIBIT A Letter – Version A (NVS/NCA)

COLORADO DEPT OF LABOR AND EMPLOYMENT LABOR MARKET INFORMATION 533 17TH STREET DENVER, CO. 80202-2107 Phone: (303) 318-8863 Emai: ARS, CO@l0is.gov



BLS 3023 - Industry Verification Form

MANDATORY SECOND NOTICE



U.I. Number: 0000000000

Respondent Name Respondent Address 1 Respondent Address 2 Respondent City, State Zip

January 28, 2021

Dear Employer,

Every three years, the Colorado Dept of Labor and Employment and the U.S. Bureau of Labor Statistics (BLS) request that you complete the Annual Refiling Survey to verify or provide general business information about your firm. Your cooperation is essential so that we are able to produce data that are complete, accurate and timely.

To reduce costs and save tax dollars, this survey has been moved online and can be completed in 5 to 10 minutes. Please use the Web ID and password provided below to log into the secure BLS website: https://idcfars.bls.gov

WEB ID: 000000000000 PASSWORD: Aa0000000

This survey is **mandatory** in accordance with Colorado Law C.R.S. 8-72-107, 8-76-102.5, and 8-81-101 and is authorized by 29 U.S. Code, Section 2.

The BLS-3023 form is approved with O.M.B. No. 1220-0032, in cooperation with the U.S. Department of Labor. The information collected by the Colorado Dept of Labor and Employment and BLS will be used for statistical and Unemployment Insurance program purposes and other purposes in accordance with law. Additional information and instructions for this survey can be found at: www.bls.gov/respondents/ars

Please provide your response within 14 days. If you have already submitted this report, please disregard this notice and accept our thanks for responding.

Sincerely

Emily Thomas U.S. Bureau of Labor Statistics



EXHIBIT B Letter – Version B (NVM)

LOUISIANA WORKFORCE COMMISSION OIS - RESEARCH AND STATISTICS DIV. - QCEW PO BOX 94094 BATON ROUGE, LA 70804-9094 Phone: (225) 342-3200 Emai: ARS_LA@UIS.g00 Emai: ARS_LA@UIS.g00

> Respondent Name Respondent Address 1 Respondent Address 2 Respondent City, State Zip



BLS 3023 - Industry Verification Form

MANDATORY



January 4, 2021

Dear Employer,

U.I. NUMBER: 0000000000 DUE DATE: JANUARY 31, 2021

Every three years, the Louisiana Workforce Commission and the Bureau of Labor Statistics (BLS) request that you verify general business information about your firm to help us maintain accurate records. Your cooperation is essential so that we are able to produce data that are complete, accurate, and timely.

To reduce costs and save tax dollars, the Industry Verification Form has been moved online and can be completed in about fifteen minutes. To further reduce costs, the Industry Verification web system was developed alongside the existing web system for the Multiple Worksite Report, BLS-3020, which you also file for your firm.

Please use the User ID and password below to log into the secure BLS website: https://idcf.bls.gov/

USER ID: 1060000000000 PASSWORD: Aa0000000

You will find detailed reporting instructions on the back of this letter.

This survey is mandatory in accordance with Louisiana Employment Security Law, Revised Statutes 23:1660 and is authorized by 29 U.S. Code, Section 2.

The Industry Verification Form, BLS-3023 is approved with O.M.B No. 1220-0032, in cooperation with the U.S. Department of Labor. The information collected by the Louisiana Workforce Commission and BLS will be used for statistical and Unemployment Insurance program purposes and other purposes in accordance with law. Additional information regarding this survey can be found at: www.bls.gov/respondents/ars/

Please provide your response by January 31, 2021. Thank you in advance for your cooperation.

Sincerely,

Emily Thomas U.S. Bureau of Labor Statistics



EXHIBIT B Letter – Version B (NVM)

Instructions:

- Log into the secure website at https://lidcf.bls.gov using the temporary User ID and Password on the front side.
- Follow the system prompts to set up your permanent account by choosing a new password and taking note of your new User ID.
- 3. Verify your contact information.
- In the dropdown box next to 'Please select a survey,' select <u>the Multiple Worksite</u> <u>Report</u> and click Continue.

Note: Each time you log back in, you must select the Multiple Worksite Report from this page in order to continue to the Industry Verification Form. This step is necessary due to these surveys' joint web development.

- 5. Select your UI Account Number and click Continue.
- On the following page, select the button for <u>Industry Verification</u> and click Continue, followed by the BLS 3023 NVM description page, where you can click Continue once again.
- For any Business Activity that is incorrect, select Edit in the Business Activity column and follow the instructions to find the most accurate description of your business and enter a brief description of your Main Business Activity. Your firm may be engaged in other activities at other locations.
- For any Worksite address that is incorrect, select Update in the Worksite column and update accordingly.
- After verifying your Worksite Business Activities and addresses are correct, select the radio button "I verify that the main business activities listed above are correct" and select Submit Data to BLS.
- 10. The website will continue to the "Thank You" page where you can review and print your submitted data. Click the Logout link at the top right corner of the page and close your browser.

Note: You may have already completed your Multiple Worksite Report on paper for this quarter, but if you prefer online reporting, you can also click Continue to select your UI account to file your Multiple Worksite Report online. If you choose this option, you will no longer receive a paper Multiple Worksite Report in the mail each quarter. You will be set up to receive email reminders for filing this quarterly report online.

EXHIBIT C Letter – Version C (MWR)

CONNECTICUT DEPT OF LABOR
OFFICE OF RESEARCH - QCEW UNIT
200 FOLLY BROOK BOULEVARD
WETHERSFIELD, CT 06109-1153
Phone: (860) 263-6300
Email: MWR_CT@blis.gov

Respondent Name Respondent Address 1 Respondent Address 2 Respondent City, State Zip



BLS 3020 - Multiple Worksite Report

MANDATORY



December 2020

Dear Employer,

U.I. NUMBER QUARTER ENDING DUE DATE 00000000000 DECEMBER 31, 2020 JANUARY 31, 2021

The U.S. Bureau of Labor Statistics (BLS) and the Connecticut Dept of Labor request that you provide your company's employment and wages each quarter using the BLS 3020 - Multiple Worksite Report (MWR). You normally receive a paper MWR form that you fill out by hand and return in the mail. This notice is to let you know that our web system has recently been redesigned to make web reporting even easier. We want to encourage you to report your MWR data online, which saves your time and saves tax dollars.

Please use the User ID and password below to log into our secure website: https://idcf.bls.gov/

USER ID: 106000000000 PASSWORD: Aa0000000

For your convenience, a paper MWR form will still be mailed to your attention this quarter. If you decide to report online, you can disregard this paper form.

This survey is mandatory in accordance with CGS §31-2 and is authorized by 29 U.S. Code, Section 2. It is approved by O.M.B. No. 1220-0134.

Information collected in this report by BLS and State agencies cooperating in its statistical programs will be used for statistical and Unemployment Insurance program purposes, and other purposes in accordance with law. Additional information can be found online: http://www.bls.gov/cew/cewmwr00.htm.

The due date for your response is January 31, 2021. Thank you in advance for your cooperation.

Sincerely,

Emily Thomas U.S. Bureau of Labor Statistics

BLS

EXHIBIT D Letter – Version D (Special Surveys)

BUREAU OF LABOR STATISTICS PO Box 220 Claysburg, PA 16625-0220



U.S. Business Response Survey to the Coronavirus Pandemic

SECOND NOTICE

Respondent Name Respondent Address 1 Respondent Address 2 Respondent City, State Zip

August 31, 2020

Dear Employer,

Over the past few months the novel coronavirus pandemic has affected businesses and workers across the United States and the world. The U.S. Bureau of Labor Statistics (BLS) has launched a new survey to ask U.S. businesses how they are changing the ways in which they operate due to the pandemic. We request that you answer a few brief questions about how the coronavirus pandemic has affected your business. Your response is important to ensure that the data we produce are accurate, timely, and relevant. Don't miss this opportunity to ensure that your business is included.

This survey can be completed online in about 5-10 minutes. Please use the Web ID and case-sensitive password provided below to log into the secure BLS website: https://idcfars.bls.gov

WEB ID: 012020000000 PASSWORD: Aa0000000

The U.S. Business Response Survey to the Coronavirus Pandemic is approved with O.M.B. No. 1220-0197. The information collected will be used for statistical purposes in accordance with the law. Additional information and instructions for this survey can be found at:

www.bls.gov/respondents/COVID-19.htm

Please provide your response within **14 days**. If you have already submitted this important survey, please disregard this notice and accept our thanks for responding.

Thank you for your participation in keeping us informed of your situation. We greatly value your input.

Sincerely.

Emily Thomas

U.S. Bureau of Labor Statistics



EXHIBIT E Form (MWR)

Arizona Office of Economic Opportunity P.O. Box 6029 Phoenix, AZ 85005-9860 Multiple Worksite Report - BLS 3020
Form Approved, D.M.B. No. 1220-0134
Expiration Date 1031/2022
In Cooperation with the U.S. Department of Labor
BLS

Please fill out this form with blue or black ink.

Arizona Office of Economic Opportunity



This report is authorized by law, 29 U.5.C. 2. Your cooperation is needed to make the results of this survey complete, accurate, and timely. The totals on this form must match the corresponding totals on your Unemployment Tax and Wage Report (Form UC-018).



Respondent Name Respondent Address 1 Respondent Address 2 Respondent City, State Zip

QUARTERLY REPORT INFORMATION

U.I. NUMBER : 000000000000 OUARTER ENDING : DECEMBER 31, 2020 DUE DATE : JANUARY 31, 2021

3 WORKSITES

GO PAPERLESS! REPORT YOUR DATA ON THE WEB.

Use your ID and Password to log into the secure website: https://idcf.bis.gov/

OFFICE USE	BUSINESS NAME (division, subsidiary, etc.) STREET ADDRESS (physical location) CITY, STATE, AND ZIP CODE WORKSITE DESCRIPTION (plant name, store number, etc.) Please update address and contact information below		NUMBER OF EMPLOYEES (Subject to Li Laws) During line Pay Period Which Incudes the 12th of the Month Place one (1) digit per took.		OUARTERLY WAGES OF WORKSITES (subject to UI (aws) Round to the nearest dollar Dio not use commas or decimal points Place one (1) digit per box			points
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CONTACT PERSON (for questions regarding this report).

NAME: PHONE:

EXHIBIT E Form (MWR)

U.I. NUMBER: 0000000000 in Arizona

INSTRUCTIONS

DUE DATE: Please return this form or a computer-generated facsimile by JANUARY 31, 2021

Please follow these steps to prepare your Multiple Worksite Report. Contact the Agency listed in Step 6 if you have any questions or if you need additional information, or see http://www.bls.gov/cew/cewmwr00.htm

- ew the business name, contact name, and mailing address and make any necessary corrections (Section 2).
- 2. The Worksites list (Section 3), shows the individual worksites (business locations) that appear in our files for the U.I. Number. Please read across the row for each worksite and do the following:
 - . NAME/ADDRESS/DESCRIPTION: Review the name and physical location address for each worksite and make any necessary corrections. Review the description below the physical location to be sure it uniquely identifies each worksite (plant name, store number, etc.). If there is no printed description, please enter a unique identifier for the site.
 - . EMPLOYMENT: Enter employment for each month of the quarter. Employment is the total number of full- and part-time employees who worked during or received pay for the pay period which includes the 12th of the month. Include all employees who were subject to Unemployment Insurance laws.
 - WAGES: Enter wages paid during the quarter that are subject to State Unemployment Insurance laws, including the portion that exceeds the State's taxable wage base. Round wages to the nearest dollar.
 - . LARGE CHANGES: Use the space beside the worksite to explain any large changes in employment and/or wages. Changes might result from store closings, strikes, layoffs, bonuses, seasonal increases or decreases, or similar events.
 - . CLOSED OR SOLD: If a worksite has been sold, closed, or is otherwise inactive, use the space beside the worksite to show: (a) the date closed or sold; (b) if sold, the name of the company that bought the business at that worksite; and (c) the purchaser's U.I. Number, if you know it.
- 3. Is the list in Section 3 complete? That is, does the business operate any worksites using this U.I. Number that do not appear on the form, such as newly-opened worksites or newly-acquired worksites?

MISSING WORKSITES: Provide the following information for each additional worksite. You may use available blank lines or attach a separate page. If you are not sure how to report a worksite or employee, please call the office listed in Step 6 of these instructions.

- a. The business name, street or physical location address (NO POST OFFICE BOXES), city, state, and zip code
- b. A unique description or identifier for each worksite (e.g., plant name, store number, or similar description)
 c. The number of employees for each month of the quarter, and quarterly wages
- d. The county, township, city, independent city, or similar geographic area in which the worksite is located
- e. The main business activity at the worksite

In addition, if you purchased any of these worksites from another company, please provide:

- The name of the company that sold the worksite f.
- g. The effective date of the sale, and
- h. The seller's U.I. Number, if you know it.
- 4. Complete the Totals section at the end of the list. For each month, sum the number of employees at all worksites. Then sum the wages for the quarter at all worksites. Contributions Report.
- 5. Using the enclosed envelope, return your completed form to the central processing facility.
- 6. If you have questions, please contact your State Agency listed below:

Arizona Office of Economic Opportunity
P.O. Box 6029
Phoenix, AZ 85005-9860
Phone: (602) 771-1110
Fax: (602) 771-1207
Email: MWR_AZ@bls.gov

Phone: 1-800-321-0381 (IN STATE)

GENERAL INFORMATION

PURPOSE OF THIS REPORT

This Multiple Worksite Report (MWR) collects employment and wages by individual work location in this State. If you operate businesses from more than one location under the Unemployment Insurance Account Number (U.I. Number) shown above, the MWR supplements your Cluarierly Contributions Report. Data from the MWR enable our agency to monitor and analyze conditions of business activities by geographic area and industry in this State. The information collected on this form by the Bureau of Labor Statesbos and the State agencies cooperating in its statistical programs will be used for statistical and Unemployment Insurance program purposes, and other purposes in accordance with law.

PAPERWORK REDUCTION ACT STATEMENT

We estimate that this form will take from 10 minutes to 80 minutes to complete per response, with an average of 22 minutes. This includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing this information. If you have any comme regarding these estimates or any aspect of this form, send them to the Bureau of Labor Statistics, Division of Administrative Statistics and Labor Turnover, Floor 4880, 2 Massachusetts Avenue N.E., Washington, D.C. 20212. The OMB control number for this survey is 1220-0134 and it expires on 10/31/2022. Without a currently valid OMB number, BLS would not be able to conduct this survey.

EXHIBIT F Form Additional Pages (MWR)

3 w	ORKSITES GO PAPERLESS! REPORT YOUR I							BLS	5
OFFICE USE	BUSINESS NAME (division, subsidiary, etc.) STREET ADDRESS (physical location) CITY, STATE, AND ZIP CODE WORKSITE DESCRIPTION (plant name, store mambles, etc.)		NUMBER OF EMPLOYEES (Subject to Lift Laws) During the Pay Period Which includes the Eath of the Month		QUARTERLY WAGES OF WORKSITES (aubject to Ut lawe) Hound to the nearest defair Do not use bommas or decimal points			rate	
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EXHIBIT F Form Additional Pages (MWR)

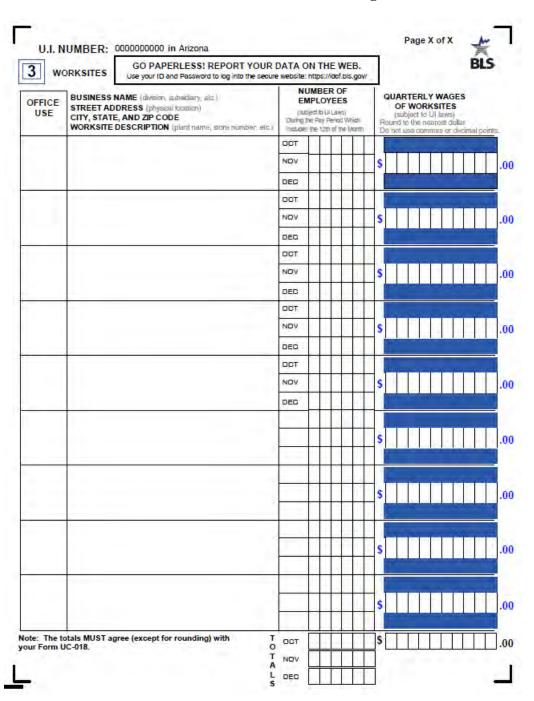


EXHIBIT G Form Cover Letter (MWR)



BLS 3020 - Multiple Worksite Report

SECOND NOTICE

February 2021

Dear Employer,

The U.S. Bureau of Labor Statistics (BLS) and your state agency request that you provide your company's employment and wages each quarter using the enclosed BLS 3020 - Multiple Worksite Report (MWR).

We encourage you to GO PAPERLESS, which will save your time and tax dollars. You can report on the web with the User ID and password printed on your enclosed MWR form. For detailed web reporting instructions, please visit: http://www.bls.gov/cew/cewmwr05.htm

The MWR collects employment and wage data by worksite location from employers who conduct business at more than one location within the State. These data are necessary to prepare summaries of economic conditions and business activities by geographical area and industry within your State. Other uses of the data can be found at www.bls.gov. Data are shared with the U.S. Department of Labor's Bureau of Labor Statistics as part of a Federal/State cooperative effort to reduce employer reporting burden and will be used for statistical and Unemployment Insurance program purposes and other purposes in accordance with law.

This report is authorized by 29 U.S. Code, Section 2. Please provide employment and wages for each worksite (e.g., store, plant, office). Please review and update the worksite information on the attached report. Provide any missing information for each of the listed worksites, add any omitted worksites, and indicate worksites that are inactive, closed, or have been sold. A computer generated listing which includes all of the worksite information requested on the Multiple Worksite Report is acceptable in lieu of the form.

If you have any questions, please contact the State Agency listed on the enclosed form. If you have already submitted this report, please disregard this notice and accept our thanks for responding.

Thank you for your cooperation.

Sincerely,

Emily Thomas

U.S. Bureau of Labor Statistics

Enclosures

Multiple Worksite Report (BLS 3020-MWR)

2. Business Reply Mail Envelope



EXHIBIT H State Office Information List (Sample Page)

Department Name (Max: 50 Characters) (Good Abrv: Dept, Econ, Div, Empl, QCEW, BLS, LMI) MWR Return Address to Print Zip Code Phone Number Sax Number Website MWR Contact for Public Website (Fax MWR Contact for Public Website (Fax MWR Contact Fax Number (Gontact Phone MWR Contact Fax Number (Required) MWR Authorization Statement Mandatory Ma	Alabama	Florida	Georgia
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EXHIBIT I Letter Production File Format

Length	Description	Start	End
2	State FIPS Numeric Code	1	2
10	UI Account Number	3	12
35	Legal Name	13	47
35	Trade Name	48	82
35	Attention Name – Optional	83	117
35	Business Mail Street AddressLine 1	118	152
35	Business Mail Street AddressLine 2	153	187
30	Business Mail AddressCity	188	217
2	Business Mail AddressState	218	219
5	Business Mail Address5-Digit ZIP Code	220	224
4	Business Mail AddressZIP Code Extension	225	228
12	Web ID	229	240
8	Password	241	248

EXHIBIT J Form Production File Format

MWR File Format Exported to Contractor - MWR Print Contractor Print File

Position	Length	Data Element	Data Specification
1-2	2	Reference State	2-digit State FIPS code
3-12	10	UI Account Number	U-I account number for MWR data
13-17	.5	Reporting Unit Number	U-I reporting unit number (values 00000 through 99999)
18-26	9	Employer Identification Number (EIN)	The 9-digit EIN assigned to the employer by the Internal Revenue Service (IRS).
27-61	35	Trade Name	The division or subsidiary name of the establishment.
62-96	35	Legal Name	The Legal Name of the establishment.
97-131	35	Attention Name	Contact person name (drawn from the MOA Contact record)
132-166	35	MOA Line 1	First street address line from mailing (master)
167-201	35	MOA Line 2	Second street address line from mailing (master)
202-231	30	MOA City	Mailing (master)
232-233	2	MOA State	Mailing (master) address state postal abbreviation
234-238	.5	MOA ZIP-5	Standard 5-digit zip code
239-242	4	MOA ZIP-4	Zip+4 extension (or last digit of Canadian zip code followed by three spaces)
243-277	35	PLA Line 1	Worksite PLA street address line 1
278-312	35	PLA Line 2	Worksite PLA street address line 2
313-342	30	PLA City	Worksite City
343-344	2	PLA State	Worksite State
345-349	-5	PLA ZIP	Worksite ZIP
350-353	4	PLA ZIP +4	Worksite ZIP extension
354-388	35	RUD	Worksite Description

EXHIBIT J Form Production File Format

Position	on Length Data Element		Data Specification
389-392	4	Year	Selected year for MWR forms
393-393	1	Quarter	Selected quarter for MWR forms (1, 2, 3, 4)
394-394	1	Request Type	Flag to distinguish initial mail outs from follow- ups, 1 = First mailing, 2 = Follow-up
395-395	-1	OWN	Family ownership code, '1' = Federal, '2' = State, '3' = Local, '5' = Private
396-396	I	MEEI Code	Multi Establishment Employer Indicator
397-402	6	NAICS	Worksite's NAICS code for selected quarter
403-408	03-408 6 M1EMP		Worksite's first month employment for selected quarter
409-414	6	M2EMP	Worksite's second month employment for selected quarter
415-420	6	МЗЕМР	Worksite's third month employment for selected quarter
421-430	10	Quarterly Wages	Worksite's Quarterly Wages
431-432	2	Filler	For Future increase in the size of the Quartely Wages field.
433-435	3	CNTY	Worksite's county code for selected quarter
436-439	36-439 4 ZONE/TOWNSHIP Str. 1		Worksite's sub-county zone/townships for selected quarter. The township code should populate the first 3 positions (436-438). Township codes are applicable to New England States and New Jersey.
440-449	10	Contact Phone	Phone number for the contact of the establishment.
450-461	12	MWR Web ID	MWR Web Solicitation ID
462-469	8	MWR Web Password	MWR Web Solicitation Password
470-472	3	Foreign Country Code	Future Use
473-479	7	Foreign Postal Code	Future Use

MWR File Format Exported to the States - MWR Print Contractor Collected Data

the MWR Print Contract uses this format to export reporter data to the States (i.e., "detail records"). Codes in the four fields that occupy positions 309-322 are provided by EDIC for "birth" records (new establishments) and are generally not provided by reporters.

Position	Length	Data Element	Data Specification
1-2	2	Program Code	Required. A 2-digit program code indicating the type of data being reported, 02 = MWR/QCEW
3	1	Record Type	Required. A 1-digit number indicating the type of reporter: 3 = PEO 4 = PPF 5 = MWR or RFEW
4-5	2	Reference State	Required. The 2-digit State FIPS code indicating the location of the establishment.
6-15	10	UI Account Number	Required. The Unemployment Insurance (UI) account number assigned to the employer by the State. Right-justified with leading zeros.
16-20	5	Reporting Unit Number	Required. The Reporting Unit Number (RUN) assigned by the State to distinguish between records with the same UI account number. Right-justified with leading zeros.
21	1	Format Type	Required. Type = D, for Detail Record. This is not the same as Record Type.
22-30	9	Employer Identification Number (EIN)	Required. The 9-digit EIN assigned to the employer by the Internal Revenue Service (IRS). Numeric, right justified. Zero-filled if EIN is unknown.
31-65	35	Trade Name	Required if Legal Name is blank. The division or subsidiary name of the establishment. "Mom's Restaurant" is an example of a trade name of ABC Enterprises. Left-justified with trailing blanks.
66-100	35	Street Address	The physical street address of the establishment. If provided, is abbreviated as necessary in accordance with the U.S. Postal Service's National Zip Code and Postal Service Directory. Left-justified with trailing blanks.
101-130	30	City	The city of the establishment. Left-justified with trailing blanks, if provided.
131-132	2	State	If provided, it will be a standard 2-letter Postal Service State abbreviation for the establishment.
133-137	5	Zip Code	If provided, the 5-digit Zip Code used by the Postal Service for the establishment.
138-141	4	Zip Code Extension	The 4-digit Zip Code Extension used by the Postal Service for the establishment. It is zero-filled if no Zip Code Extension is provided.
142-143	2	Primary Comment Code	Optional. One of the standard 2-digit comment codes used to explain flagged data, or values that differ substantially from previously reported data. Blank-filled if not used.
144-145	2	Secondary Comment	Optional. One of the standard 2-digit comment codes used to explain flagged data, or values that differ substantially from

		Code	previously reported data. Blank-filled if not used.
146-147	2	Third Comment Code	Optional, One of the standard 2-digit comment codes used to explain flagged data, or values that differ substantially from previously reported data. Blank-filled if not used.
148-151	4	Reference Year	Required. The four digits of the calendar year covered by the report.
152	1	Reference Quarter	Required. The 1-digit number indicating the reference calendar quarter for the report. The calendar quarters are: 1 = January—March 2 = April—June 3 = July—September 4 = October—December
153-187	35	Legal Name	Required if Trade Name is blank. The legal or corporate name of the establishment. For example "ABC Enterprises" or "Smith Companies, Inc." Left-justified with trailing blanks
188-222	35	Reporting Unit Description (RUD)	Required and must be alphanumeric for private (MWR) reporters. For DOD, NFC, and other federal reporters, may be zero-filled. Should contain a meaningful, unique description of the establishment, such as store number or plant name (e.g., Store 101, Jones River Plant). Left-justified with trailing blanks.
223-228	6	Month 1 Employment	Required. The number of all full- and part-time employees who worked during or received pay (subject to UI wages) for the pay period which includes the 12th of the month. Right-justified with leading zeros.
229-234	6	Month 2 Employment	Required. The number of all full- and part-time employees who worked during or received pay (subject to UI wages) for the pay period which includes the 12th of the month. Right-justified with leading zeros.
235-240	6	Month 3 Employment	Required. The number of all full- and part-time employees who worked during or received pay (subject to UI wages) for the pay period which includes the 12th of the month. Right-justified with leading zeros.
241-250	10	Quarterly Wages	Required. The total amount of wages (both taxable and nontaxable) paid to employees during the entire reference quarter. All numeric (no \$ signs or commas). Right-justified and filled with leading zeros. Rounded to the nearest dollar (no cents). Zero-filled if no wages were paid.
251-307	57	Comments	Optional. Any large changes in employment or wages due to store closings, layoffs, bonuses, seasonal changes, etc. should be explained in this field. If any units of a firm are being reported for the first time following expansion of operations or purchase of units from another firm, a description of the business activity(s) that will be conducted at each establishment should be provided. BLS will use this information in assigning industrial classification codes to the new unit(s). In addition, if units were purchased from another firm, the name of the firm, the effective date of the transaction, and the UI number of the seller, if known, should be provided. If units have been sold to another firm, the name of the firm, the effective date of the transaction, and the UI number of the

			purchaser, if known, should be provided. Left-justified with trailing blanks.
308	1	Source Code (Data Source)	Required. The value is currently "C". This indicates data processed and edited by the EDIC.
309-311	3	County FIPS Code	Required for birth records. 3-digit numeric Federal Information Processing Standard (FIPS) code used to identify each establishment location or place of business.
312-314	3	Township Code	Required for birth records. 3-digit numeric code required in New England States and New Jersey. Used to identify township of each establishment location or place of business.
315	1	Ownership Code	Required for birth records. 1-digit numeric code used to identify the economic ownership of the establishment.
316	1 -	Filler	
317-322	6	NAICS Code	Required for birth records, 6-digit numeric code used to identify the primary activity of the establishment.
323-326	4	Agent Code	Record Type 4.
327-330	4	Initial Date of Liability - Year	The four-digit year of a firm's initial liability date. This is applicable to birth records for record types 3, 4, and 5
331-332	2	Initial Date of Liability – Month	The two-digit month of a firm's initial liability date. This is applicable to birth records for record types 3, 4, and 5.
333-334	2	Initial Date of Liability - Day	The two-digit day of a firm's initial liability date. This is applicable to birth records for record types 3, 4, and 5.
335-338	4	End of Liability Date – Year	The four-digit year of a firm's end of liability date. This is applicable to death records for record types 3, 4, and 5.
339-340	2	End of Liability Date - Day	The two-digit month of a firm's end of liability date. This is applicable to death records for record types 3, 4, and 5.
341-342	2	End of Liability Date - Year	The two-digit day of a firm's end of liability date. This is applicable to death records for record types 3, 4, and 5.
343-346	4	Reactivation Date - Year	The four-digit year of a firm's re-activation date. This is applicable to record types 3, 4, and 5.
347-348	2	Reactivation Date - Month	The two-digit month of a firm's re-activation date. This is applicable to record types 3, 4, and 5.
349-350	2	Reactivation Date - Day	The two-digit day of a firm's re-activation date. This is applicable to record types 3, 4, and 5.
351-360	10	Client UI Account Number	The UI account number assigned to the client before the client entered the co-employer relationship with the Professional Employer Organization (PEO). Should be right-justified, zero-filled.
361-369	9	Client EIN	The EIN assigned to the client before the client entered the coemployer relationship with the Professional Employer Organization (PEO).
370-379	10	Client Telephone Number	The telephone number of the client.
380-381	2	Month Became Client	The 2-digit month that the record became a client of the PEO.
382-385	4	Year Became Client	The 4-digit year that the record became a client of the PEO.

386-387	2	Month Client Terminated	The 2-digit month that the record terminated being a client of the PEO.
388-391	4	Year Client Terminated	The 4-digit year that the record terminated being a client of the PEO.
392-424	33	Worksite Economic Activity Description	A description of the client worksite's economic activity. Economic activity is the principal business(es) in which the worksite is engaged,

MWR Print Contract - FY 2011 MWR Form Print Specifications

MWR Forms

For FY 2011, there are 6 States participating in the Multiple Worksite Report (MWR) Print Contract. The following information provides an overview of the forms and print rules for FY 2011.

BLS 3020-Multiple Worksite Report

This form is sent to establishments with multiple locations within a State. Respondents are asked to provide employment and wages for their locations. They are also asked to correct/update their Business Mailing Address and/or Physical Location Addresses, if necessary.

MWR Forms

Items on the NVS form

- 1. Form Name and OBM Clearance
- 2. State Identification and Page Number
- 3. BLS Logo
- 4. Mandatory/Voluntary Statement
- 5. Business Mailing Address (BMA)
- 6. Quarterly Report Information
- 7. MWR Web Information
- 8. Go Paperless Statement
- 9. Worksites
- 10. Office Use Box
- 11. Contact Information
- 12. Instructions Page
- 13. Bar Code

1. Form Name and OBM Clearance

Action:

This is non-variable text that is to be printed as shown.

Example:

Multiple Worksite Report - BLS 3020

Form Approved, O.M.B. No. 1220-0134; Expiration Date: 05/31/13 In cooperation with the U.S. Department of Labor

2. State Identification and Page Number

Action:

Print the Name of the State Agency (Attachment 11) that matches the FIPs code for the UI. Print the Page number (Ex. Page 1 of 3) on top of each page.

Example:

Utana Department of Labor and Industry

Updated: 4/19/2011

1

3. BLS Logo

Action:

Print the Official Standard Logo for the Bureau of Labor Statistics Forms. The high-resolution image is provided as Attachment 17. The image below is only an example and is not to be used.

Example:



4. Mandatory/Voluntary Statement

Action:

Print the Mandatory/Voluntary Statement for the State of the FIPS code for that UI found in Attachment 12.

Example:

This report is mandatory under Florida Statutes, Chapter 443, and is authorized by law, 29 U.S.C. 2. Your cooperation is needed to make the results of this survey complete, accurate, and timely. Purpose, use and help information are located on the back of this form.

5. Business Mailing Address

Action:

Print Business Mailing Address and Trade Name according to USPS standards. If the Trade Name is missing, print the Legal name. The address must be printed such that when the form is folded and inserted into the envelope, the address is clearly visible through the envelope window. No other information may be visible through this window.

Attention Name
Trade Name [or Legal Name if Trade Name does not exist]
BMA Street Address Line 1
BMA Street Address Line 2
BMA City BMA State BMA 5-Digit Zip Code BMA 4-Digit Zip Extension
BMA Country

Example:

ABC CORPORATION ATTN: JANE DOE 123 MAIN STREET SUITE 400 ANYTOWN UA 12345-6789

6. Quarterly Report Information

Action:

Print the UI number for the business, quarter end date for the applicable quarter, and the due date.

Example:

Upo

Updated: 4/19/2011

2

MWR

QUARTERLY REPORT INFOMRATION

UI NUMBER : 1234867390
QUARTER ENDING : March 31, 2011
DUE DATE : April 50, 2012

7. MWR Web Information

Action:

This is variable text that is to be printed in a starred box. It will contain the MWR Web ID and Password from the Print File.

Example:

B. Go Paperless Statement

Action.

This is non-variable text that is to be printed as shown.

Example:

GO PAPERLESSI REPORT YOUR DATA ON THE WEB.

Instructions: https://www.bls.gov/cew/cewmwr05.htm

9. Worksites

Action:

Print Physical Mailing Address and Trade Name for each worksite in a box. If the Trade Name is missing, print the Legal name. Print boxes that can be scanned to the right of each worksite box where the respondent can enter their numberic employment and wages.

Trade Name [or Legal Name if Trade Name does not exist]

BMA Street Address Line 1

BMA Street Address Line 2

BMA City, BMA State BMA 5-Digit Zip Code - BMA 4-Digit Zip Extension

10. Office Use Box

Action:

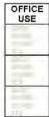
To the left of each worksite, print the office use box.

RUN: Reporting Unit Number
 AME: Average Month Employment

NAICS: NAICS Code
 CTY: County Code

Print the applicable code or print "---" if blank.

Example:



11. Contact Information

This item is to verify the contact information from the person who is filling out the form. Print the contact name and phone number from the Print File.

Example:

CONTACT PERSON (for questions regarding this report). Please update if necessary.

Name: IANE DOE Phone: (123) 456-7890

12.Instructions Page

Action:

Print the UI Number and the State along with the page number at the top fo the instructions page. Print the Instructions and then print the State Contact information from Attachment 14 at the bottom of the instructions.

Example:

U.I. NUMBER: 1234567890 in UTANA

Page 2 of 2

[INSTRUCTIONS TEXT]

5. Using the enclose envelope, return your completed form to:

UTANA DEPARTMENT OF LABOR AND INDUSTRY
DIVISION OF RESEARCH AND STATISTICS - ES-202
12345 CENTER STREET, ROOM 200
SDMECITY, UA 12345-9876
PHONE: 1-123-321-4321 FAX: 123-321-4421

13. Bar Code

A scanable bar code containing the FIPS (2-digits) and UI (10-digits) for that account should be printed on the form. The State FIPS code should be printed somewhere along with the barcode

Example:



Updated: 4/19/2011

EXHIBIT M Form Processing Rules

MWR Contractor Collected Processing Rules

The Multiple Worksite Report forms will have the contractor address printed on the return envelope. Forms will be returned to the contractor to be opened, scanned, and stored by the contractor. The following information provides an overview of the processing rules.

Processing of MWR Forms

The contractor will open the envelopes and process the MWR forms. The MWR forms will be scanned using Intelligent Character Recognition (ICF) software and the employment and wages (numeric only) will be collected to be transmitted on the Collected Data File (Attachment 8). The bar code on the form will also be scanned and will dictate which State and UIN corresponds to the applicable employment and wages.

Scanned images will fall into 3 categories:

Scanned Category 1: Those with NO markings outside the Employment and Wages boxes

Scanned Category 2: Those with any writing and/or markings outside Employment and Wages boxes

Scanned Category 3: Unable to read/scan form

All of the employment and wages from Scanned Categories 1 and 2 will be sent to BLS-Washington in the Collected Data File Format (Attachment 8) via secure FTP transmittal.

The scanned images from Scanned Category 1 and 2 should be separated by Scanned Category, indexed by UI number, and sent to BLS-Washington via secure FTP transmittal.

The NVM forms from Scanned Category 3 (unable to scan image) are returned to the appropriate state offices (Attachment 14) no later than the Thursday following the Collected Data file (i.e., transmittal) due date.

MWR Files - Collected Data File and Scanned Images File

MWR Collected Data Files (Attachment 8) and Scanned Images Files are to be posted on Fridays (or as otherwise scheduled).

The naming conventions of the files are listed below:

MWR Collected Data File name:

MWRDATA.mmxxx.txt

mm = State Postal Abbreviation (i.e., California = CA)

xxx = Zero plus Transmittal number of file

MWR Scanned Image File name:

MWRFORMS.mmxxx.txt

mm = State Postal Abbreviation (i.e., California = CA)

xxx = Zero plus Transmittal number of file

White Mail

Any response that includes "non BLS 3020" attachments will stay attached to the response form and be mailed to the appropriate State office (they can be mailed along with forms from Scanned Category 3).

Updated: 4/19/2011

MWR Processing Rules

EXHIBIT M Form Processing Rules

If the respondent includes the Cover Letter (Items 3-6) it can be discarded.

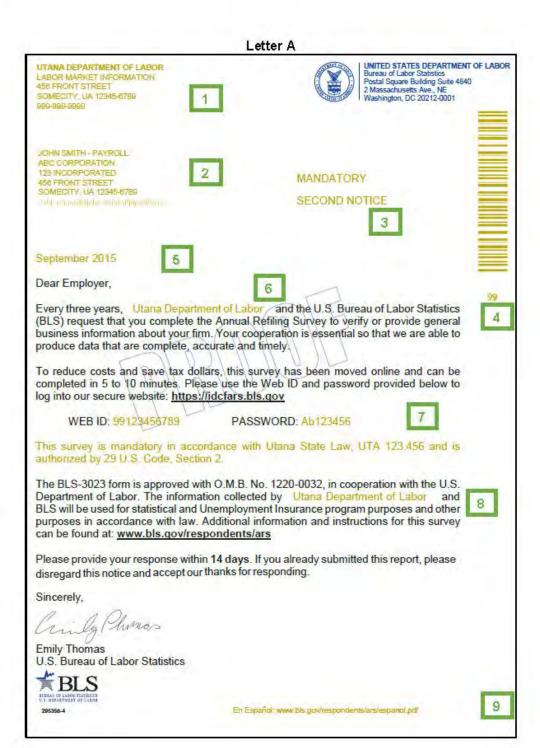
Additional Worksite Sheets

Respondents may attach a spreadsheet or other listing of their worksites in lieu of filling out the BLS 3020 form. Respondents will be directed to mail such listing back to their State, but if the respondent ignores this direction and returns a blank BLS 3020 form along with a listing to the contractor, both the blank form and the paper listing should remain together and be returned to the State with the rest of the white mail.

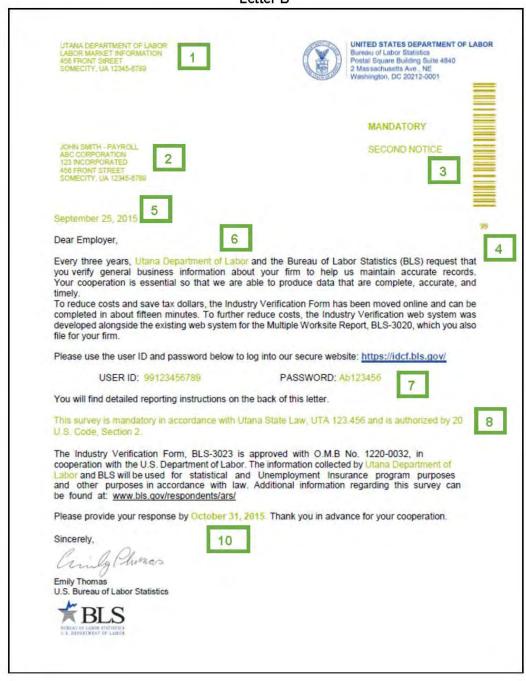
Updated: 4/19/2011

Letter Print Specifications

- 1. State name and return mail address. The agency name and return address should be visible through the window on the mailing envelope.
 - a. The information in this section is found on the "State Contract Information List" spreadsheet. The Agency name is in the "General Contact Information" section, and the return mail address is located in the "ARS Return Address to print on Forms" section.
- 2. Business Mailing Address. This is the address which shows through the outgoing window. It is located in positions 18-235 of the CARS print file
- 3. Mandatory and Second Notice. If a State is listed as Mandatory "Y" on the State Contact Information List, print MANDATORY in this section. If it is the second notice, print SECOND NOTICE below mandatory. If it is the first notice, leave blank. If it is the third mailing, print THIRD NOTICE.
- **4.** Bar code and FIPS. The bar code contains a 12 digit number that is FIPS + UI Account number. For example, if the account is 0123456789 in NY the barcode would read 360123456789.
- Date. Print the mailing date as provided by BLS
- 6. State Agency Name that appears on the State Contact Information List for the body of the letters
- 7. Web credentials. Each respondent receives an ID and Password allowing them to use our website to respond to this survey. The log in ID and Password are located on the print file.
 - a. ID: Positions 419-430.
 - **b.** Password: Positions 431-438
- 8. Mandatory/Voluntary Statement. In some States response to this survey is required by law. The "State Contract Information List" spreadsheet designates which States are mandatory and the corresponding statement which should be printed:
- **9.** Spanish Language Link. If a State is listed as "Y" on the State Contact Information List, for the Spanish language link, print this statement at the bottom right of the letter. If "N", leave blank.
- 10. Date. Print the quarter end data as provided by BLS
- 11. Print Instructions on the back of Letter B.



Letter B



Letter B - Print Rules

Instructions:

- Log into the secure website at https://idcf.bls.gov using the User ID and Password on the front side.
- Follow the system prompts to set up your permanent account by choosing a new password and taking note of your new User ID.
- 3. Verify your contact information.
- In the dropdown box next to 'Please select a survey,' select the Multiple Worksite Report and click Continue.

Note: Each time you log back in, you must select the Multiple Worksite Report from this page in order to continue to the Industry Verification Form. This step is necessary due to these surveys' joint web development.

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- 5. On the following page, select the button for Industry Verification and click Continue.
- You can now select your UI Account Number and click Continue to fill out the Industry Verification Form.
- After answering all of your Industry Verification questions, you will reach the Summary Page. Click Submit Data to BLS and your Industry Verification Form is complete.
- The website will continue directly into the Multiple Worksite Report. Click the Logout link at the top right corner of the page and close your browser.

Note: You may have already completed your Multiple Worksite Report on paper for this quarter, but if you prefer online reporting, you can also click Continue and file your Multiple Worksite Report online. If you choose this option, you will no longer receive a paper Multiple Worksite Report in the mail each quarter. You will be set up to receive email reminders for filing this quarterly report online.