<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>AWARD</th>
<th>UNIT RATE</th>
<th>COST</th>
<th>UNIT RATE</th>
<th>COST</th>
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<tbody>
<tr>
<td>I.</td>
<td><strong>PROOFS AND PRIOR TO PRODUCTION</strong></td>
<td></td>
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<tr>
<td></td>
<td><strong>SAMPLES:</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>(a) Digital Color Content Proofs:</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>1. Booklets, Forms, Leaflets, Pamphlets, and Letters... per trim/page-size unit</td>
<td>57</td>
<td>1.00</td>
<td>57.00</td>
<td>1.00</td>
<td>57.00</td>
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<tr>
<td></td>
<td>(b) Digital One-Piece Composite Laminated</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>1. Booklets, Forms, Leaflets, Pamphlets, and Letters... per trim/page-size unit</td>
<td>1</td>
<td>5.00</td>
<td>5.00</td>
<td>5.00</td>
<td>5.00</td>
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<tr>
<td></td>
<td>(c) Prior to Production Samples:</td>
<td></td>
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<tr>
<td></td>
<td>1. Booklets, Forms, Leaflets, Pamphlets, and Letters... per 100 packages...</td>
<td>17</td>
<td>325.00</td>
<td>5,525.00</td>
<td>300.00</td>
<td>5100.00</td>
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<td></td>
<td>2. Bulk-Shipped Envelopes Only...</td>
<td></td>
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<tr>
<td></td>
<td>... per 100 envelopes...</td>
<td>5</td>
<td>50.00</td>
<td>250.00</td>
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<tr>
<td>II.</td>
<td><strong>PRINTING, BINDING, AND CONSTRUCTION:</strong></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>(a) Items 1, 2, and 3 (Data Collection Booklet)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>(Spanish): Printing in black and red, including binding...</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>... per booklet...</td>
<td>3</td>
<td>515.00</td>
<td>1,545.00</td>
<td>500.00</td>
<td>1,500.00</td>
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<tr>
<td></td>
<td>(b) Item 4 (Business Return Envelope):</td>
<td></td>
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<tr>
<td></td>
<td>Printing in black, including construction...</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td></td>
<td>... per envelope...</td>
<td>70</td>
<td>35.00</td>
<td>2,450.00</td>
<td>50.00</td>
<td>3,500.00</td>
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<td></td>
<td>(c) Item 5 (Pre-note Leaflet):</td>
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<tr>
<td></td>
<td>Printing in black and red, including binding...</td>
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<td></td>
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<tr>
<td></td>
<td>... per leaflet...</td>
<td>1</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
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<tr>
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<td>(d) Item 6 (OSHA Recordkeeping Form):</td>
<td></td>
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<tr>
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<td>Printing in black, including binding...</td>
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<tr>
<td></td>
<td>... per booklet...</td>
<td>2750</td>
<td>3.00</td>
<td>8,250.00</td>
<td>2.75</td>
<td>7,562.50</td>
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<td>(1) Makeready and/or Setup</td>
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<td>(1) Makeready and/or Setup</td>
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<td>(2) Running Per 100 Copies</td>
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<td>ITEM NO.</td>
<td>DESCRIPTION</td>
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<td>UNIT RATE</td>
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<td>UNIT RATE</td>
<td>COST</td>
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</tr>
<tr>
<td>(a)</td>
<td>Item 7 (Outgoing Envelope (IDCF/Pre-note): Printing in black, including construction per envelope</td>
<td>1</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
</tr>
<tr>
<td>(b)</td>
<td>Item 8 (Outgoing Envelope (State)): Printing in black, including construction per envelope</td>
<td>1</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
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<tr>
<td>(c)</td>
<td>Item 9 (Outgoing Envelope for Booklet) Printing in black, including construction per envelope</td>
<td>1</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
</tr>
<tr>
<td>(d)</td>
<td>Items 10 and 11 (Outgoing Envelopes NR1/NR2 for booklet) Printing in black and red, including construction per envelope</td>
<td>1</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
</tr>
<tr>
<td>(e)</td>
<td>Item 12 (Outgoing Envelope for Booklet (State)): Printing in black, including construction per envelope</td>
<td>1</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
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<tr>
<td>(f)</td>
<td>Item 13 (Outgoing Envelope for Booklet NR1/NR2 for booklet) Printing in black and red, including construction per envelope</td>
<td>1</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
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<tr>
<td>(g)</td>
<td>Item 14 (Electric Data Collection Option Leaflet (IDCF)) Printing in black and red, including binding per leaflet</td>
<td>1</td>
<td>291.50</td>
<td>291.50</td>
<td>750.00</td>
<td>750.00</td>
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### Agency:
Department of Labor (DOL)
Bureau of Labor Statistics (BLS)

### Term:
Beginning 09.01.21 and ending 08.31.22

<table>
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<th>BASIS OF ITEM NO.</th>
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<th>UNIT RATE</th>
<th>COST</th>
<th>UNIT RATE</th>
<th>COST</th>
<th>UNIT RATE</th>
<th>COST</th>
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<tbody>
<tr>
<td>(i)</td>
<td>Item 16 (Internet Pamphlet): Printing face in black and red and back in black, red and blue, including binding</td>
<td>DG3, N. AMERICA, INC.</td>
<td>Jersey City, NJ</td>
<td>NPC, INC.</td>
<td>Claysburg, PA</td>
<td>CURRENT CONTRACTOR NPC, INC.</td>
<td>Jersey City, NJ</td>
<td>Claysburg, PA</td>
</tr>
<tr>
<td>(1) Makeready and/or Setup</td>
<td>1</td>
<td>186.95</td>
<td>186.95</td>
<td>200.00</td>
<td>200.00</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Running Per 100 Copies</td>
<td>75</td>
<td>10.00</td>
<td>750.00</td>
<td>13.38</td>
<td>1,003.50</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(m)</td>
<td>Items 17 through 23 (Voluntary/Mandatory Letters): Printing face only in black, including binding</td>
<td>DG3, N. AMERICA, INC.</td>
<td>Jersey City, NJ</td>
<td>NPC, INC.</td>
<td>Claysburg, PA</td>
<td>CURRENT CONTRACTOR NPC, INC.</td>
<td>Jersey City, NJ</td>
<td>Claysburg, PA</td>
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<tr>
<td>(1) Makeready and/or Setup</td>
<td>7</td>
<td>150.00</td>
<td>1,050.00</td>
<td>5,250.00</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Running Per 100 Copies</td>
<td>4030</td>
<td>3.00</td>
<td>12,090.00</td>
<td>2.50</td>
<td>10,075.00</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(n)</td>
<td>Item 24 and 25 (Fax Forms) Printing face and back in black, including binding</td>
<td>DG3, N. AMERICA, INC.</td>
<td>Jersey City, NJ</td>
<td>NPC, INC.</td>
<td>Claysburg, PA</td>
<td>CURRENT CONTRACTOR NPC, INC.</td>
<td>Jersey City, NJ</td>
<td>Claysburg, PA</td>
</tr>
<tr>
<td>(1) Makeready and/or Setup</td>
<td>2</td>
<td>150.00</td>
<td>300.00</td>
<td>750.00</td>
<td>1,500.00</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Running Per 100 Copies</td>
<td>1020</td>
<td>3.00</td>
<td>3,060.00</td>
<td>2.75</td>
<td>2,805.00</td>
<td>-</td>
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### III. ADDITIONAL OPERATIONS:

<table>
<thead>
<tr>
<th>ADDITIONAL OPERATIONS</th>
<th>DG3, N. AMERICA, INC.</th>
<th>NPC, INC.</th>
<th>NPC, INC.</th>
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<tbody>
<tr>
<td>(a)</td>
<td>Folding per 100 folds</td>
<td>7429</td>
<td>1.50</td>
</tr>
<tr>
<td>(b)</td>
<td>Imaging of addresses, text, and bar codes per 100 packages</td>
<td>7429</td>
<td>3.00</td>
</tr>
</tbody>
</table>

### IV. PACKING AND DISTRIBUTION:

1. Bulk Shipments (other than by mail):
   - Packing and sealing shipping containers per containers | 200 | 22.00 | 4,400.00 | 20.00 | 4,000.00 | - |
2. Mailed Shipments: Survey packages per 100 packages | 7429 | 17.00 | 126,293.00 | 16.20 | 120,349.80 | - |

| CONTRACTOR TOTALS | $291,673.95 | $262,282.05 |
| DISCOUNT | 1.00% | 0.25% | $2,916.74 | $655.71 |
| DISCOUNTED TOTALS | $288,757.21 | $261,626.34 |
| AWARDED | |

Page 3 of 3
U.S. GOVERNMENT PUBLISHING OFFICE
Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS
For the Procurement of

Survey 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 September 1, 2021, and ending August 31, 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: Bids shall be opened at 11:00 a.m., prevailing Washington, DC Time, on May 26, 2021 at the Government Publishing Office, Washington, DC. (Due to the COVID-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 a 175-mile radius of zero milestone Washington, DC.

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.


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)).


SUBCONTRACTING: The provisions of GPO Publication 310.2 are modified to permit the subcontracting for the manufacturing of the envelopes. Subcontracting of envelopes must be approved by the BLS Authorized Representative as stated in the BLS Confidentiality and Security Requirements listed within Attachment A.

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:

<table>
<thead>
<tr>
<th>Attribute</th>
<th>Specified Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>P-7. Type Quality and Uniformity</td>
<td>O.K. Prior to Production Samples/</td>
</tr>
<tr>
<td></td>
<td>O.K. Proofs/Average Type Dimension/Electronic Media</td>
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</tbody>
</table>

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 September 1, 2021 to August 31, 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 May 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 terms included in: Attachment A (“BLS Confidentiality and Security Requirements”); Attachment B (“Confidential Information Protection and Statistical Efficiency Act”); and, Attachment C (“BLS Agent Agreement”).

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.

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.
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.

The contractor shall pull two (2) samples every 5,000 copies of one production run: one (1) sample for BLS and one (1) sample for the contractor to hold. If the production run has a quantity of less than 5,000 copies, the ordering agency will specify when the samples are to be pulled.

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. Definitively destroying the records means the material cannot 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.

The contractor, at a minimum, must crosscut shred all documents into squares not to exceed one-quarter inch. All documents to be destroyed cannot leave the security of the building and must be destroyed at contractor’s site. The contractor must specify the method planned to dispose of the material.

The contractor must provide the method planned to dispose of the materials. Disposal of waste materials cannot be subcontracted. 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 prime contractor or any subcontractor, the Government reserves the right to conduct an on-site preaward survey at the contractor’s/subcontractor’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)
7) Letter of commitment from any subcontractor

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.

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/Quality Assurance and Recovery Plan: The contractor shall provide and maintain an independent quality assurance organization of sufficient size and expertise to monitor the operations performed and to 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 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 Quality Control/Quality Assurance and Recovery Plan must include examples and a detailed description of all reports and/or logs the contractor will keep to document the quality control inspections performed on each run. The plans must provide for periodic samplings to be taken after any software modifications, as well as samplings taken prior to and during production runs. 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 recovery system will be required to ensure each defective, missing, duplicate, or mutilated piece is identified and replaced.

This plan shall monitor all aspects of the job and include machinery updates, software updates, and mail flow to ensure the production and delivery of Survey Packages meet contract specifications and Government requirements. This includes maintaining 100% accountability in the construction and composition of each Survey Packages, the accuracy of imaging, and the proper mail distribution of all pieces throughout each run. The contractor shall ensure there are no defective, missing, duplicate, or mutilated pieces introduced into the distributed mail or bulk shipments.

A shift manager shall be on site at all times including during the night shift periods to ensure that all shifts are covered during all stages of printing, imaging, inserting, mailing, and shipping. Furthermore, the plans must include the names of all quality assurance officials with a description of their duties in relationship to the Quality Control/Quality Assurance and Recovery Plan.

The Government may periodically verify the contractor is complying with the approved Quality Control/Quality Assurance and Recovery Plan through on-site examinations and/or requesting copies of the contractor’s quality assurance records and quality assurance random copies.

As part of this plan, the contractor is required to create a worklog for approval to be used during the term of the contract to document the work done for each mailing period.

Mail Plans: 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.
**Material Handling and Inventory Control:** This plan shall explain in detail how the following materials will be handled: incoming materials; work-in-progress; quality control inspection materials; USPS inspection materials and all outgoing materials cleared for USPS pickup/delivery; and bulk shipment materials to as many as 60 domestic destinations including Guam, Virgin Islands, and Puerto Rico.

**Personnel Plans:** This plan shall include a listing of all personnel who will be involved with this contract. For any new employees, the Personnel 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. Plan must include human resource screening processes for employees in contact with sensitive data. Additionally, all personnel who will be involved with this contract must sign the BLS Agent Agreement (see Attachment C), and complete the annual online BLS confidentiality training.

**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 capabilities, capacities, source, delivery schedule, and installation dates are required.

**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.

**UNIQUE IDENTIFICATION NUMBER:** Unique identification numbers will be used to track each individual mail piece, thereby providing 100% accountability. This enables the contractor to track each mail piece through completion of the project. The contractor will be required to create a test sample every 5,000th mail piece. This sample must have a unique number and must be produced on each mail piece. The contractor will generate a list of the unique identifying numbers for each sample. As samples are pulled, the unique numbers will be marked off the list. This enables the contractor to track which samples have been produced and pulled and which records have been produced.

The contractor may create their own sequence number and run date to facilitate their presorting and inserting process but must maintain the original BLS identification number.
NOTE: If the production run has a quantity of less than 20,000 mail pieces, the ordering agency will specify when the samples are to be pulled.

RECOVERY SYSTEM: A recovery system will be required to ensure that all defective, missing, or mutilated pieces detected are identified, reprinted, and replaced. The contractor’s recovery system must use the unique alpha/numeric identifiers assigned to each piece (including quality control samples) to aid in the recovery and replacement of any defective, missing, or mutilated pieces, and must be capable of tracking and/or locating any individual piece of mail from the time it leaves the press, up to and including when it is off-loaded at the U.S. Postal Service facility. An explanation of the contractor’s sequential numbering system is required to understand the audit trail required for each and every piece.

100% ACCOUNTABILITY OF PRODUCTION AND MAILING: Contractor must have a closed loop process* to determine that the data from the original print file is in the correct envelope with the correct number of pages and inserts. Letters requiring print regeneration must be reprinted from their original print image with the original job ID and piece ID remaining unchanged as each mail piece continues through the inserting life cycle. This process will repeat itself (since subsequent reprint runs may yield damages) until all mail pieces from the original print run have been inserted and accounted for.

*CLOSED LOOP PROCESSING: A method for generating a plurality of mail pieces including error detection and reprinting capabilities. The method provides a mail handling process which tracks processing errors with the use of a first and second scan code which obtain information regarding each mail piece, diverts mail pieces in response to error detection, transmits such errors to a processor, and automatically generates a reconfigured print file to initiate reprints for the diverted mail pieces.

Contractor will be responsible for providing a unique identifying number that will be used to track each individual letter, thereby providing 100% accountability and validating the integrity of every letter produced in all phases of printing, inserting, and mailing and to ensure all letters received from BLS were correctly entered into the postal system.

Contractor must have all hardware, programming and finalized reports in place to meet this requirement. Any necessary equipment must arrive and be operational by September 1, 2021. Contractor must submit a sample of their proposed Audit and Summary reports with the required preaward production plans for approval. The Government considers grounds for the immediate default of this contract if the contractor, at any time, is unable to perform or found not complying with any part of this requirement.

Letter integrity shall be defined as follows:

- Each letter shall include all pages (and only those pages) intended for the designated recipient as contained in the print files received from BLS.

- The contractor’s printing process must have automated systems which can detect all sync errors, stop printing when detected, and identify, remove, and reprint all affected letters.

Mailing integrity shall be defined as follows:

- All letters received from BLS for each file date were printed, inserted, and entered correctly into the U.S. postal system.

The contractor is responsible for providing the Automated inserted letter tracking/reporting systems and processes required to validate that 100% of all letters received from BLS were printed and that all pages for each letter with the correct inserts are accounted for, inserted, and mailed correctly.

The contractor’s inserting equipment must have automated systems that include letter coding and scanning technology capable of:
(a) Uniquely identifying each letter and corresponding letter leaves within each individual file by mailer number and file date.

(b) Unique identifier to be scanned during insertion to ensure all letters and corresponding letter leaves are present and accounted for.

(c) Entrance Scanning: A camera system must electronically track and scan all leaves of each mail piece as the inserting equipment pulls them into the machine to ensure each mail piece was produced and inserted. If there is any variance on a mail piece or if a mail piece is not verified that all leaves are present, that piece and the piece prior to and immediately following must be diverted and sent back for reprint. All instances of variance must be logged.

(d) Touch and Toss: All spoilage, diverted, mutilated, or mail piece that is acted upon directly by a human hand prior to sealing must be immediately recorded, discarded, properly destroyed, and automatically regenerated in a new print file for reprint.

(e) Exit Scanning: A camera system must be mounted just aft of the inserting equipment. This camera system must read a unique code through the window of each mail piece and be capable of identifying and reporting all missing letters that were lost or spoiled during production for each individual file by mailer number and file date. This system ensures that no missing mail pieces have been inadvertently inserted into another mail piece. The equipment must check the mail pieces, after insertion, to verify that all leaves are accounted for, and divert any suspect product. During exit scanning, if a sequence number is missing, the letter prior to and immediately after must be diverted. The equipment must divert all products that exhibit missing or out of order sequence numbers and any other processing errors. All diverted pieces are to be automatically recorded and regenerated in a new print file for reprint.

(f) Reconciliation: All letters and the amount of correct finished product must be electronically accounted for after insertion through the use of the audit system that is independent of the inserting equipment as well as independent of the operator. The sequence numbers, for each file, must be reconciled, taking into account any spoilage, duplicate, and/or diverted product. If the reconciliation yields divergent results, corrective action must be taken to locate the mail pieces that are causing any difference between the input and outputs of the inserting process. Therefore, all finished mail for that sequence run must be held in an accessible area until this reconciliation is complete.

(g) Generate a new production file for all missing, diverted, or mutilated letters (reprint file).

(h) Contractor must generate an automated audit report from the information gathered from scanning for each mailer number, file date, and each letter (manual inputs are not allowed). This audit report will contain detailed information for each letter as outlined above for each individual file by mailer number and file date. Contractor must maintain this information for a 6-month period after mailing.

(i) Audit report must contain the following information:

1. Job name
2. Mailer number, file date, and mail date(s)
3. Machine ID
4. Date of production with start and end time for each phase of the run (i.e., machine ID).
5. Start and end sequence numbers in each run
6. Status of all sequence numbers in a run
7. Total volume in run
8. Status report for all incidents for each sequence number and cause (i.e., inserted, diverted, and reason for divert such as missing sequence number, missing leaves, mutilated, duplicate, pulled for inspection, etc.).
9. Bottom of audit report must contain total number of records for that run, quantity sent to reprint, number of duplicates, duplicates verified and pulled, and total completed.

10. Audit report must contain the same information for all the reprints married with this report as listed above showing that all pieces for each mailer number and file date are accounted for.

(j) Contractor must generate a **final automated 100% accountability summary report** for each individual file by mailer number and file date. This information must be generated directly from the audit report. (Manual inputs are not allowed.) The summary report must contain the following:

1. Job information: Job name, file date, Mailer number, piece quantity, sequence start and end number, if multiple batches for a single file, include number of batches and batch number (i.e., 1 of 4), due date, etc.
2. Volume of sequence numbers associated with an individual file by mailer number and file date that were inserted and date completed.
3. Volume of reprints that were inserted for each file date and when completed.
4. Total volume inserted for each file date and final date that each batch was completed.

An Excel file or other format easily convertible to Excel (e.g., delimited text, comma separated values) of the summary report(s) and any worklogs must be submitted to BLS for approval prior to each mailing.

Contractor must submit a sample of their Audit and Summary Reports with the required preaward production plans for approval.

Contractor must generate an automated audit report when necessary showing the tracking of all letters throughout all phases of production for each mail piece. This audit report will contain all information as outlined in item (i) above. Contractor is required to provide any requested Summary and/or Audit reports within an hour of a request via email in MS Excel or other format easily convertible to Excel (e.g., delimited text, comma separated values).

All letter tracking/reporting data must be retained in electronic form for 210 calendar days after mailing and must be made available to BLS for auditing of contractor performance upon request.

The contractor must maintain quality control samples, inspection reports, and records for a period of no less than 180 calendar days subsequent to the date of the check tendered for final payment by the Government Publishing Office. The Government will 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.

**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 files (via email or SFTP) that are representative of the materials to be furnished under these specifications. Files will consist of templates for each item in the packages for the static printing and a database consisting of “dummy” variable data for the imaging, state addresses, and a mandatory statement to be imaged on certain items. The database will include 100 rows of “dummy” variable data for each of the required sample packages (A through E).

The prospective contractor must produce and assemble 50 samples for each item, and complete packages A, B, C, D, and E in accordance with the requirements specified herein. Samples must print/variable image, bind, construct, and assemble (as applicable), and must be printed on the required stock for each item in accordance with the requirements specified herein. DO NOT SEAL MAIL-OUT ENVELOPES.
NOTE: For the purpose of the preaward test, the contractor must supply the required size envelope for each package as specified herein; however, the envelopes are not required to be printed or have the die-cuts windows, if applicable.

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: Eric Sygnatur, Room 3180, 2 Massachusetts Avenue, NE, Washington, DC 20212-0001. In the event of a full-time telework posture, these samples shall be delivered to designees of the BLS. BLS will provide the names and addresses of these designees at least 48 hours prior to scheduled pickup for delivery.

NOTE: Contractor must notify the GPO by emailing Cecilia Dominguez at cdominguzcastro@gpo.gov the same day of delivery of the preaward test samples.

At the Government’s option, a BLS representative may be on-site for the preaward test.

Contractor must submit preaward test sample 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.

BLS may request to meet with the contractor and USPS representatives to discuss the contractor’s plan for mailing. The preproduction meeting may include a visit to the contractor’s mailing facility where the contractor is to furnish specific mail flow information.
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 September 1, 2021 through August 31, 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.
(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 sygnatur.eric@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: 


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 Survey Packages that consist of booklets, leaflets, forms, pamphlets, letters, business reply envelopes, and outgoing mail envelopes requiring such operations as electronic prepress, printing, binding, construction, packing, and distribution.

TITLE: Survey Packages.

FREQUENCY OF ORDERS: Approximately 5 orders per year, as follows:

First Order: Bulk shipping of various items.

Second Order: Packages B-1, C-1.

Third Order: Packages A-1, D-1, and E-1.


Fifth Order: Packages A-3, D-3, and E-3.

NOTE: ALL orders will be issued at the same time, on or around October 1st of each contract year. A separate print order will be issued solely for proofs and prior to production samples.

QUANTITY, NUMBER OF PAGES, AND TRIM SIZES:

<table>
<thead>
<tr>
<th>Item</th>
<th>Approximately Yearly Quantity</th>
<th>No. of Pages</th>
<th>Trim Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Data Collection Booklet (Spanish)</td>
<td>3,000</td>
<td>12</td>
<td>8-1/2 x 11”</td>
</tr>
<tr>
<td>2. Data Collection Booklet NR1 (Spanish)</td>
<td>2,000</td>
<td>12</td>
<td>8-1/2 x 11”</td>
</tr>
<tr>
<td>3. Data Collection Booklet NR2 (Spanish)</td>
<td>2,000</td>
<td>12</td>
<td>8-1/2 x 11”</td>
</tr>
<tr>
<td>4. Business Return Envelope</td>
<td>30,000</td>
<td>Face and back</td>
<td>9 x 11-1/2”</td>
</tr>
<tr>
<td>5. Pre-note Leaflets</td>
<td>275,000</td>
<td>Face and back (1 leaf)</td>
<td>8-1/2 x 11”</td>
</tr>
<tr>
<td>6. OSHA Recordkeeping Forms</td>
<td>275,000</td>
<td>4</td>
<td>8-1/2 x 11”</td>
</tr>
<tr>
<td>7. Outgoing Envelope (IDCF/Pre-note)</td>
<td>725,000</td>
<td>Face only</td>
<td>6 x 9”</td>
</tr>
<tr>
<td>8. Outgoing Envelope (State)</td>
<td>50,000</td>
<td>Face only</td>
<td>6 x 9”</td>
</tr>
<tr>
<td>9. Outgoing Envelope for Booklet</td>
<td>5,000</td>
<td>Face only</td>
<td>9 x 11-3/4”</td>
</tr>
<tr>
<td>10. Outgoing Envelope NR1 for Booklet</td>
<td>5,000</td>
<td>Face only</td>
<td>9 x 11-3/4”</td>
</tr>
<tr>
<td>11. Outgoing Envelope NR2 for Booklet</td>
<td>5,000</td>
<td>Face only</td>
<td>9 x 11-3/4”</td>
</tr>
<tr>
<td>12. Outgoing Envelope for Booklet (State)</td>
<td>5,000</td>
<td>Face only</td>
<td>9 x 11-3/4”</td>
</tr>
<tr>
<td>13. Outgoing Envelope NR1 for Booklet (State)</td>
<td>5,000</td>
<td>Face only</td>
<td>9 x 11-3/4”</td>
</tr>
<tr>
<td>14. Outgoing Envelope NR2 for Booklet (State)</td>
<td>5,000</td>
<td>Face only</td>
<td>9 x 11-3/4”</td>
</tr>
<tr>
<td>15. Electronic Data Collection Option Leaflet (IDCF)</td>
<td>500,000</td>
<td>Face and back (1 leaf)</td>
<td>8-1/2 x 11”</td>
</tr>
<tr>
<td>16. Internet Pamphlet</td>
<td>7,500</td>
<td>Face and back (1 leaf)</td>
<td>8-1/2 x 11”</td>
</tr>
<tr>
<td>17. Nonresponse Letter 1</td>
<td>100,000</td>
<td>Face only (1 leaf)</td>
<td>8-1/2 x 11”</td>
</tr>
<tr>
<td>18. Nonresponse Letter 2</td>
<td>75,000</td>
<td>Face only (1 leaf)</td>
<td>8-1/2 x 11”</td>
</tr>
<tr>
<td>19. Voluntary Public Sector Letter for Pre-note</td>
<td>8,000</td>
<td>Face only (1 leaf)</td>
<td>8-1/2 x 11”</td>
</tr>
<tr>
<td>20. Voluntary Public Sector Letter for Data Collection</td>
<td>8,000</td>
<td>Face only (1 leaf)</td>
<td>8-1/2 x 11”</td>
</tr>
<tr>
<td>21. Voluntary Public Sector Letter for NR1</td>
<td>6,000</td>
<td>Face only (1 leaf)</td>
<td>8-1/2 x 11”</td>
</tr>
<tr>
<td>22. Voluntary Public Sector Letter for NR2</td>
<td>6,000</td>
<td>Face only (1 leaf)</td>
<td>8-1/2 x 11”</td>
</tr>
<tr>
<td>23. Mandatory Letter for Pre-note</td>
<td>200,000</td>
<td>Face only (1 leaf)</td>
<td>8-1/2 x 11”</td>
</tr>
<tr>
<td>24. Generic Fax Form</td>
<td>100,000</td>
<td>Face and back (1 leaf)</td>
<td>8-1/2 x 11”</td>
</tr>
<tr>
<td>25. Spanish Fax Form</td>
<td>2,000</td>
<td>Face and back (1 leaf)</td>
<td>8-1/2 x 11”</td>
</tr>
</tbody>
</table>
NOTE: The number of pages for envelopes are either face only or face and back, as specified, after construction. All trim sizes specified for envelopes are the final size plus the flap.

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

- **Storage Media:** SFTP, email.
- **Software:** Adobe Acrobat 11.0 (or later), MS Excel, delimited, 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.

Representative individual samples for Items 1 through 25 to be furnished at the Postaward Conference, or shortly thereafter.

Form address layouts for each mailing to be furnished at the Postaward Conference, or shortly thereafter.

Representative samples of the mailing indicia.

Distribution lists with quantities for bulk shipments to be furnished with print orders via email and/or SFTP. (See spreadsheet (Exhibit A) for breakdown of items in each package). The spreadsheet is a compliment to the entire specifications contained in these requirements.

Data format specification for Government supplied address lists and for contractor supplied, corrected address lists, and data entry data sets to be furnished as a type delimited text file via SFTP.

Test of non-production addresses for not less than 100 addresses per package for prior to production samples to be furnished each contract year via SFTP.

Production addresses for all Packages to be furnished via email or 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 E 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:** Spreadsheet
- **Exhibit B:** Sample Task List
- **Exhibit C:** Item 4 (Business Return Envelope)
- **Exhibit D:** Item 7 (Envelope)
- **Exhibit E:** Items 9, 10, and 11 (Envelope)
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 contractor-hosted SFTP server. Appropriate log-on instructions and protocol must be provided at time of award. The contractor must provide necessary security for the SFTP site, which at a minimum, must have a unique user ID and password.

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: sygnatur.eric@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.

When required by the Government, the contractor shall make minor revisions to the electronic files. It is anticipated that the Government will make all major revisions. Prior to making revisions, the contractor shall copy the furnished files and make all changes to the copy and email a copy to Eric Sygnatur at sygnatur.eric@bls.gov.

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 708-S and Print Order Number. The Government will accept PDF files as digital deliverables when furnished by the Government.

PROOFS:

NOTE: All proofs of envelopes must show flap and window, if applicable.

For all orders, contractor must submit one “Press Quality” PDF soft proof (for content only) for all items ordered on the print order, using the same Raster Image Processor (RIP) that will be used to produce the final printed product. PDF proof will be evaluated for text flow, image position, and color breaks. Proof will not be used for color match.

When ordered, two (2) set of digital color content proofs of the complete product. Direct to plate must be used to produce the final product with a minimum resolution of 2400 x 2400 dpi. Proofs must be created using the same Raster Image Processor (RIP) that will be used to produce the product. Proofs shall be collated with all elements in proper position (not pasted up), imaged face and back, trimmed, and folded to the finished size of the product, as applicable.
When ordered, two (2) set of digital one-piece composite laminated halftone proofs on the actual production stock (Kodak Approval, Polaroid PolaProof, CreoSpectrum, or Fuji Final Proof) with a minimum resolution of 2400 x 2400 dpi. At contractor’s option, two (2) set of inkjet proofs that are G7 profiled and use pigment-based inks may be submitted in lieu of digital one-piece composite laminated halftone proofs. A proofing RIP that provides an option for high quality color matching such as Device Links Technology and/or ICC Profiles Technology, and meets or exceeds industry tolerance to ISO 12647-7 standard for Graphic Technology (as of 2016 and future amendments) must be utilized. Proofs must be ripped and sent at plate resolution (minimum of 2400 x 2400 dpi). If using a 1-bit tiff, the tiff must be made at a minimum of 2400 dpi. Output must be a minimum of 2400 x 1200 dpi on a GRACoL or SWOP certified proofing media. Proofs must contain both of the following to be evaluated for accuracy: 3-tier color control strip: IDEAlliance ISO 12647-7 2013(i1), and the GPO Resolution target found on www.gpo.gov/gporestarget.pdf. NOTE: At any point during the term of this contract, if a contractor chooses this proof option, prior evaluation and approval of this proofing method must be provided by GPO, Quality Level Sample Submission Procedures to ensure that the final product will be produced in accordance with contract specifications. See instructions at: https://www.gpo.gov/how-to-work-with-us/vendors/forms-and-standards. Failure to obtain this evaluation and approval may be cause for the job to be rejected should the final product not match the proofs for color.

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

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

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.” Author’s Alterations (AA’s) may be required.

If any contractor’s errors are serious enough in the opinion of the GPO to require revised proofs, the revised proofs are to be provided at no expense to the Government. No extra time can be allowed for this reproofing; such operations must be accomplished within the original production schedule allotted in the specifications.

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

PRIOR TO PRODUCTION SAMPLES: When prior to production samples are required, it will be indicated on the print order.

The sample requirement for this contract is not less than 100 printed construction samples. Each sample shall be printed, constructed, and collated as specified and must be of the size, kind, and quality that the contractor will furnish.

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

Prior to the commencement of production of the contract production quantity, the contractor shall submit samples of the 11 mail and bulk packages to: Department of Labor, Bureau of Labor Statistics, Attn: Eric Sygnatur, Room 3180, 2 Massachusetts Avenue, NE, Washington, DC 20212-0001. (Telephone: (202) 691-6273). In the event of a full-time telework posture, the contractor shall deliver these samples to designees of the BLS. BLS will provide the names and addresses of these designees at least 48 hours prior to scheduled pickup for delivery. Samples will be tested for conformance of material(s).
Samples will be tested for usage on the specified equipment and/or for construction. The container and accompanying documentation shall be marked “PREPRODUCTION SAMPLES” and shall include the GPO jacket, purchase order, and program numbers. The samples must be submitted in sufficient time to allow Government testing of the samples and production and shipment in accordance with the shipping schedule.

Samples shall be delivered in accordance with the task list furnished with each individual print order. (See Exhibit B for sample task list.)

Contractor must submit the samples within two (2) workdays of receipt of “O.K. to Print” on proofs.

The Government will approve, conditionally approve, or disapprove the samples within two (2) workdays of the receipt thereof. Approval or conditional approval shall not relieve the contractor from complying with the specifications and all other terms and conditions of the contract. A conditional approval shall state any further action required by the contractor. A notice of disapproval shall state the reasons therefore.

If the samples are disapproved by the Government, the Government, at its option, may require the contractor to submit additional samples for inspection in the time and under the terms and conditions specified in the notice of rejection. Such additional samples shall be furnished, and necessary changes made, at no additional cost to the Government and with no extension in the shipping schedule. The Government will require the time specified above to inspect any additional samples required.

In the event the additional samples are disapproved by the Government, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause in which event this contract shall be subject to termination for default, provided however, that the failure of the Government to terminate the contract for default in such event shall not relieve the contractor of the responsibility to deliver the contract quantities in accordance with the shipping schedule.

In the event the Government fails to approve, conditionally approve, or disapprove the samples within the time specified, the Contracting Officer shall automatically extend the shipping schedule in accordance with article 12 “Notice of Compliance with Schedules” of contract clauses in GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 01-18)).

Manufacture of the final product prior to approval of the sample submitted is at the contractor’s risk. Samples will not be returned to the contractor. All costs, including the costs of all samples, shall be charged in accordance with the applicable pricing line item in the “SCHEDULE OF PRICES.”

All samples shall be manufactured at the facilities in which the contract production quantities are to be manufactured.

**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.


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

The paper to be used will be indicated on each print order.

**Items 1, 2, 3, 5, 6, and 15 through 25:** White Uncoated Text, basis weight: 50 lbs. per 500 sheets, 25 x 38”, equal to JCP Code A60.

**Item 4:** White Writing Envelope, basis weight: 24 lbs. per 500 sheets, 17 x 22”, equal to JCP Code V20.
Items 7 through 14: Light-Brown (Kraft Shade) Envelope, basis weight: 24 lbs. per 500 sheets, 17 x 22”, equal to JCP Code V10.

PRINTING: 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.

For items that image in black plus process color(s), contractor must match the process color(s) as specified on the print order as closely as possible for the variable imaging. Colors will be identified as black (process black), red (process magenta) and blue (process cyan). No bleeds for any item.

NOTE: Items 1, 2, 3, 5 and 15 require imaging. All imaging is in black. Imaged addresses shall consist of three barcodes (two postal barcodes and one 3 of 9 barcode).

Printing on all envelopes shall be in accordance with the requirements for the style envelope ordered. All printing shall comply with all applicable U.S. Postal Service regulations, including automation guidelines/requirements. The envelope shall accept printing without feathering or penetrating to the reverse side.

Items 1, 2, and 3: Print head-to-head in black with red on page 1 (title page). A single line of type in red distinguishes the three (3) items. No blank pages. Pages print type and line matter, solids, and flat tones throughout.

Item 4: Print face and back (after construction) in black. Printing consists of type and line matter. Business Reply format reads parallel to the 9” dimension. The four (4) lines of type on the back (side with seams) read parallel to the 11-1/2” dimension and are hidden by the full gummed flap when sealed.

Item 5: Print face and back, head-to-head in black and red. Printing consists of type and line matter and flat tones.

Item 6: Prints face and back, head-to-foot in black. Printing consists of type and line matter and flat tones.

Item 7: Print face only (after construction) in black. Printing consists of type and line matter. Image reads parallel to the 9” dimension.

Item 8: Prints face only (after construction) in black. Printing consists of type and line matter. Image reads parallel to the 9” dimension.

Item 9: Print face only (after construction) in black. Printing consists of type and line matter. Image reads parallel to the 9” dimension.

Items 10 and 11: Print face only (after construction) in black and red. Printing consists of type and line matter. Image reads parallel to the 9” dimension. Black type is same for both items. Red line of type is different for Items 10 and 11.

Item 12: Print face only (after construction) in black. Printing consists of type and line matter. Image reads parallel to the 9” dimension.

Items 13 and 14: Print face only (after construction) in black and red. Printing consists of type and line matter. Image reads parallel to the 9” dimension. Black type is same for both items. Red line of type is different for Items 13 and 14.

Item 15: Print face and back, head to head in black and red. Printing consists of type and line matter and flat tones.

Item 16: Print face and back. Face prints in black and red; back prints in black, red, and blue. Printing consists of type and line matter, solids, and flat tones.
**Items 17 through 23:** Print face only in black. Printing consists of type and line matter.

**Items 24 and 25:** Print face and back in black. Printing consists of type and line matter.

**MARGINS (ALL ITEMS):** Adequate gripper margins; follow approved proofs and furnished electronic media.

**BINDING:**

**Item 1:** Gather Items 4 and 16 in center spread (items do not trim) of Item 1. Saddle-wire stitch in two places and trim three sides. Each product must contain complete four-page signatures after trimming. Single leaves connected with a lip (i.e., binding stub) to the left or right side of stitches will not be allowed. (NOTE: Items 4 and 16 are held in place with one of the stitches.)

**Item 2:** Gather Items 4 and 16 in center spread (items do not trim) of Item 2. Saddle-wire stitch in two places and trim three sides. Each product must contain complete four-page signatures after trimming. Single leaves connected with a lip (i.e., binding stub) to the left or right side of stitches will not be allowed. (NOTE: Items 4 and 16 are held in place with one of the stitches.)

**Item 3:** Gather Items 4 and 16 in center spread (items do not trim) of Item 3. Saddle-wire stitch in two places and trim three sides. Each product must contain complete four-page signatures after trimming. Single leaves connected with a lip (i.e., binding stub) to the left or right side of stitches will not be allowed. (NOTE: Items 4 and 16 are held in place with one of the stitches.)

**Item 5:** Trim four sides. When specified, fold from 8-1/2 x 11” to 8-1/2 x 5-1/2” with one (1) parallel fold, title panel out (follow samples).

**Item 6:** Trim four sides. When specified, fold from 11 x 17” to 5-1/2 x 8-1/2” with one (1) parallel fold and one (1) right angle fold with “OSHA Form 300” facing out (follow sample).

**Item 15:** Trim four sides. When specified, fold from 8-1/2 x 11” to 8-1/2 x 5-1/2” with one (1) parallel fold, title panel out (follow sample).

**Item 16:** Trim four sides. When specified, fold from 8-1/2 x 11” to 8-1/2 x 5-1/2”, title out.

**Items 17 and 18:** Trim four sides. When specified, fold from 8-1/2 x 11” down to 8-1/2 x 5-1/2”, title out.

**Item 19:** Trim four sides. When specified, fold from 8-1/2 x 11” down to 8-1/2 x 5-1/2”, title out.

**Items 20 through 25:** Trim four sides. When specified, fold from 8-1/2 x 11” down to 8-1/2 x 5-1/2”, title out.

**CONSTRUCTION (Envelopes):**

**Item 4 (9 x 11-1/2”):** Booklet-style envelope must be open side, with gummed, fold-over flap for sealing and side seams. Flap depth is 1-7/8” and must be coated with a suitable glue that will securely seal the envelope without adhering to contents, not permit resealing of the envelope, and permit easy opening by the recipient. Envelopes shall be sufficiently high cut so as to prevent the flap adhesive from coming in contact with the envelope’s contents. The sealed seams shall not adhere to the inside of the envelope. Envelopes shall be free from cuts, folds, tears, machine marks, foreign matter, dirt, ink smears, and adhesive stains.

The face of the envelope to contain one (1) die-cut, uncovered window (1-7/8 x 3-5/16” in size) with rounded corners. Die-cut window to be located 2-3/4” from left edge (9” dimension) of envelope and 2-3/16” from the top edge (11-1/2” dimension) of envelope. The 3-5/16” dimension of window is parallel to the 9” dimension of the envelope. See Exhibit C.
NOTE: When specified, fold from 9 x 11-1/2” to 9 x 6” (with a 1/2” lip) with one (1) parallel fold, die-cut window as low folio for saddle-stitching. (Follow sample.)

**Item 7 (6 x 9”):** Booklet-style envelope must be open side with gummed, fold-over flap for sealing and side seams. Flap depth is 1-1/4” and must be coated with a suitable glue that will securely seal the envelope without adhering to contents, not permit resealing of the envelope, and permit easy opening by the recipient. Head prints towards left side. Envelopes shall be sufficiently high cut so as to prevent the flap adhesive from coming in contact with the envelope’s contents. The sealed seams shall not adhere to the inside of the envelope. Envelopes shall be free from cuts, folds, tears, machine marks, foreign matter, dirt, ink smears, and adhesive stains.

The face of the envelope to contain three (3) die-cut, covered windows, as follows:

- The “FROM” address window (1-1/8 x 3-1/2” in size) with rounded corners. Die-cut window to be located 1/2” from flap fold and 5/8” from left edge of envelope. The 3-1/2” dimension of window is parallel to the 9” dimension of the envelope.
- The “TO” address window (1-3/4 x 3-3/4” in size) with rounded corners. Die-cut window to be located 3-1/8” from flap fold and 5/8” from left edge of envelope. The 3-3/4” dimension of window is parallel to the 9” dimension of envelope.
- The “message” window (1 x 3-1/2” in size) with rounded corners. Die-cut window to be located 3-7/8” from the flap fold and 4-7/8” from left edge of envelope. The 3-1/2” dimension of window is parallel to the 9” dimension of envelope.
- Windows are 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 standard/requirements.

See Exhibit D.

**Item 8 (6 x 9”):** Booklet-style envelope must be open side with fold-over flap for sealing and side seams. Flap depth is 1-1/4” and must be coated with a permanent, pressure-sensitive adhesive protected by a slightly oversized, removable protective liner. Head prints towards left side. Envelopes shall be sufficiently high cut so as to prevent the flap adhesive from coming in contact with the envelope’s contents. The sealed seams shall not adhere to the inside of the envelope. Envelopes shall be free from cuts, folds, tears, machine marks, foreign matter, dirt, ink smears, and adhesive stains.

The face of the envelope to contain three (3) die-cut, covered windows, as follows:

- The “FROM” address window (1-1/8 x 3-1/2” in size) with rounded corners. Die-cut window to be located 1/2” from flap fold and 5/8” from left edge of envelope. The 3-1/2” dimension of window is parallel to the 9” dimension of the envelope.
- The “TO” address window (1-3/4 x 3-3/4” in size) with rounded corners. Die-cut window to be located 3-1/8” from flap fold and 5/8” from left edge of envelope. The 3-3/4” dimension of window is parallel to the 9” dimension of envelope.
- The “message” window (1 x 3-1/2” in size) with rounded corners. Die-cut window to be located 3-7/8” from the flap fold and 4-7/8” from left edge of envelope. The 3-1/2” dimension of window is parallel to the 9” dimension of envelope.
- Windows are 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 standard/requirements.

**Items 9, 10, and 11 (9 x 11-3/4"):** Booklet-style envelope must be open side with gummed fold-over flap for sealing and side seams. Flap depth is 1-3/4” and must be coated with suitable glue that will securely seal the envelope without adhering to contents, not permit resealing of the envelope and permit easy opening by the recipient. Envelopes shall be sufficiently high cut so as to prevent the flap adhesive from coming in contact with the envelope’s contents. The sealed seams shall not adhere to the inside of the envelope. Envelopes shall be free from cuts, folds, tears, machine marks, foreign matter, dirt, ink smears, and adhesive stains.

The face of the envelope to contain two (2) die-cut, covered windows, as follows:

- The “FROM” address window (1-1/2 x 2-3/8” in size) with rounded corners. Die-cut window to be located 2-5/8” from left edge (9” dimension) and 1-1/16” from bottom edge (11-3/4” dimension) of envelope. The 2-3/8” dimension of window is parallel to the 9” dimension of the envelope.
- The “TO” address window (2-1/2 x 4” in size) with rounded corners. Die-cut window to be located 4-1/4” from left edge (9” dimension) of envelope and 3-3/8” from bottom edge (11-3/4” dimension) of envelope. The 4” dimension of window is parallel to the 9” dimension of envelope.
- Windows are 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 standard/requirements.

See Exhibits E1, E2, and E3.

**Items 12, 13, and 14 (9 x 11-3/4"):** Booklet-style envelope must be open side with a fold-over flap for sealing and side seams. Flap depth is 1-1/4” and must be coated with a full, permanent, pressure-sensitive adhesive (protected by a 1-1/4” tear strip). Envelopes shall be sufficiently high cut so as to prevent the flap’s pressure-sensitive adhesive from coming into contact with the envelope’s contents. The sealed seams shall not adhere to the inside of the envelope. Envelopes shall be free from cuts, folds, tears, machine marks, foreign matter, dirt, ink smears, and adhesive stains.

**PACKING:**

**Assembled Mail Packages:**

Imaged addresses for items 1, 2, 3, 5, and 15 shall consist of three barcodes (two postal barcodes and one 3 of 9 barcode).

**Package A-1 (Spanish):** Image address on bound Item 1. Insert Item 1 (with Items 4 and 16 bound in center) into Item 9, seal, and mail through the USPS.

**Package A-2 (Spanish):** Image address on bound Item 2. Gather Item 2 (with Items 4 and 16 bound in center) and Item 17 (loosely inserted flat between pages 2 and 3 of booklet), insert into Item 10, seal, and mail through the USPS.

**Package A-3 (Spanish):** Image address on bound Item 3. Gather Item 3 (with Items 4 and 16 bound in center) and Items 18 and 25 (loosely inserted flat between pages 2 and 3 of booklet), insert into Item 11, seal, and mail through the USPS.

**Package B-1:** Image address on Item 5. Gather Items 5, 6, and 23, insert into Item 7, seal, and mail through the USPS.
Package C-1: Image address and text on Item 5. Gather Items 5, 6, and 19, insert into Item 7, seal and mail through the USPS.

Package D-1: Image address and text on Item 15 and insert into Item 7, seal, and mail through the USPS.

Package D-2: Image address and text on Item 15. Gather Items 15 and 17, insert into Item 7, seal, and mail through the USPS.

Package D-3: Image address and text on Item 15. Gather Items 15, 18, and 24, insert into Item 7, seal, and mail through the USPS.

Package E-1: Image address and text on Item 15. Gather Items 15 and 20, insert into Item 7, seal, and mail through the USPS.

Package E-2: Image address and text on Item 15. Gather Items 15 and 21, insert into Item 7, seal, and mail through the USPS.

Package E-3: Image address and text on Item 15. Gather Items 15, 22, and 24, insert into Item 7, seal, and mail through the USPS.

It is the contractor’s responsibility to ensure that the proper items have been inserted into the appropriate outgoing envelope and that only the return and mailing addresses are visible through the windows of the outgoing envelopes, as applicable.

**Bulk Freight Shipments:**

Contractor must ship the bulk freight shipments to arrive at destinations on or before the date specified in the task list for each individual print order. Inside delivery to specified room number required. (NOTE: See Exhibit B for sample task list.)

Pack in shipping containers not to exceed 45 pounds when fully packed.

Items that are bulk freight shipped f.o.b. destination will be defined in the distribution lists supplied with the print orders.

Unless otherwise specified, approximately 5% of the quantity for each mailed Items 1, 2, 3, 5, 6, and 15 will ship bulk. However, Items 8, 12, 13, and 14 will be entirely bulk shipped.

**Bound Items 1, 2, and 3:** Each item packs separately in quantities designated per print order. Pack suitable in shipping containers. These items ship only to San Juan, Puerto Rico, and Washington, DC.

**Bulk Freight Shipments of:**

- Item 5 and Item 15 ship flat.
- Item 6 packs and ships folded (8-1/2 x 5-1/2”).
- Items 8, 12, 13, and 14 are packed and identified separately but shipped together to approximately 60 addresses nationwide.

NOTE: With the exception of the specified items above, any balance of items after insertion into packages are to be bulk shipped as specified in the task list for that order.
LABELING AND MARKING (PACKAGE AND/OR SHIPPING CONTAINER LABEL): For the bulk shipments, 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 containers. Label must clearly show GPO program number, jacket number, and print order number.

PACKING, LABELING, AND MARKING INSPECTION: Inspection(s) may be required at the contractor’s plant for the purpose of ensuring that the packing, labeling, and marking are being accomplished in accordance with contract and requirements.

A packing, labeling, and marking inspection is for the purpose of setting specific standards that are to be maintained throughout the entire run. It does not constitute a prior approval of the entire run. When an inspection is required, the Government will notify the contractor.

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. These copies must not contain PII information.

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 to addresses nationwide, including Guam, Virgin Islands, and Puerto Rico.

All mailing shall be at the First-Class rate.

The mail list furnished with the print order will indicate the addresses for mailing. Contractor must mail by the scheduled date.

The contractor is cautioned that “Postage and Fees Paid” indicia may be used only for the purpose of mailing material produced under this contract.

The contractor will be required to certify and run all mailing addresses through the Full-Service USPS’ National Change of Address (NCOA), 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. All related costs to perform this operation must be included in submitted bid pricing. No additional reimbursement will be authorized.

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 complete copies of all documents used by USPS to verify and accept the mail including GPO’s Form 712 (Certificate of Conformance) to the email address indicated on the print order.

Within two (2) hours of completion of each mailing, the contractor shall email OSHWC_DCR@bls.gov the number of packages, Post Office mail location, and the date the packages were mailed.

**Ship/deliver f.o.b. destination to addresses nationwide, including Guam, Virgin Islands, and Puerto Rico.**

Shipments are to be made by reimbursable parcel post or small package carrier, whichever method is most economical to the Government, unless otherwise instructed by an authorized BLS personnel. However, shipments to APO, FPO, and post office addresses, regardless of total weight of shipment, must be made by reimbursable U.S. Postal Service.

Inside delivery to specified room number is required.

The distribution list furnished with the print orders will indicate the quantities and addresses. Items 5, 6, 8, 12, 13, 14, 15, and 16 must ship by the scheduled date to approximately 60 destinations nationwide.

All shipments must be made by traceable means with signature required. Contractor will be reimbursed for shipping costs by submitting a properly completed shipping form/receipt with billing invoice for payment. Shipping service must call prior to delivery to ensure that the delivery truck will fit in loading dock and if forklift is required at destination. NOTE: Unless otherwise specified, contractor is not to ship via overnight express carriers in order to meet the ship/delivery date. Using an overnight express carrier (without Government authorization) is at contractor’s expense.

Within 24 hours of completion of each shipping/delivery, the contractor shall email OSHWC_DCR@bls.gov the number of containers; carrier name and phone number; ship/delivery address(es); number of shipped/delivered containers; tracking numbers; and description of contents of each container (number of assembled packages, etc.).

Upon completion of each order, contractor must furnish two (2) samples of each package ordered to: Department of Labor, Bureau of Labor Statistics, Attn: Eric Sygnatur, Room 3180, 2 Massachusetts Avenue, NE, Washington, DC 20212-0001. In the event of a full-time telework posture, the contractor shall deliver these samples to designees of the BLS. BLS will provide the names and addresses of these designees at least 48 hours prior to scheduled pickup for delivery.

Upon completion of each order, unless otherwise specified, contractor must destroy all furnished materials (if applicable), extra copies, waste materials, etc. (see “DISPOSAL OF WASTE MATERIALS”).

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 708-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, prior to production samples, and furnishing sample copies must be borne by the contractor.

**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).

Postaward conference will be within five (5) workdays of notification of award.

Preproduction meeting will be within five (5) workdays of the postaward conference.
The Government will send the print order and task list via email and/or SFTP.

All PDF soft proofs must be transferred via email or SFTP.

When ordered, all hard copy proofs must be delivered to and picked up from: Department of Labor, Bureau of Labor Statistics, Attn: Eric Sygnatur, Room 3180, 2 Massachusetts Avenue, NE, Washington, DC 20212-0001. (Telephone: (202) 691-6273). In the event of a full-time telework posture, the contractor shall deliver these proofs to designees of the BLS. BLS will provide the names and addresses of these designees at least 48 hours prior to scheduled pickup for delivery.

Representative sample of Packages A through E will be furnished on or before the Postaward Conference.

PDF files for each item will be made available via email and/or SFTP.

All orders will be placed on or around October 1st of each contract year.

The below schedule specifies the approximate amount of time for each phase in the schedule; however, the actual dates for each phase will be provided in the task list furnished with the individual print order. (See Exhibit B for a sample task list.)

No specific date is set for submission of proofs. Contractor must submit proofs as soon as possible to allow for revised proofs if contractor’s errors are judged serious enough to require them. 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.

- Envelope proofs will be withheld no more than approximately two (2) workdays from receipt at BLS until they are made available for pickup by the contractor. (NOTE: The first workday after receipt of proofs at the ordering agency is day one (1) of the hold time.)

- Static form proofs will be withheld no more than approximately nine (9) workdays from receipt at BLS until they are made available for pickup by the contractor. (NOTE: The first workday after receipt of proofs at the ordering agency is day one (1) of the hold time.)

- Contractor to submit prior to production samples of the bulk-shipped envelopes only within approximately six (6) workdays of receipt of “O.K. to print” on envelope proofs.

  BLS to furnish non-production test addresses for prior to production samples of the packages the same workday as approval for static form proofs.

- Contractor to submit prior to production samples for Packages A through E within approximately 18 workdays of receipt of non-production test addresses.

  The Government will approve, conditionally approve, or disapprove the samples within approximately seven (7) workdays of the receipt thereof.

- Contractor must ship the bulk freight shipments immediately, but not later that approximately four (4) workdays after receipt of approval of prior to production samples. The bulk freight shipments will ship prior to the mailings.

- BLS will provide the mailing address files at staggered times, and the contractor is to mail the various packages at staggered dates.

  • Contractor must complete the first mailing approximately 14 calendar days after the bulk freight shipments.
o Contractor must complete the second mailing approximately 22 calendar days after the first mailing.

o Contractor must complete the third mailing approximately 30 calendar days after the second mailing.

o Contractor must complete the fourth mailing approximately 30 calendar days after the third mailing.

**NOTE: BLS will provide the live address files for the first, third, and fourth mailings no more than five (5) workdays in advance of each of these mailings. BLS will provide the live address file for the second mailing no more than 30 calendar days in advance of the second mailing. The specific dates for which packages mail and when they mail will be specified in the task list. For certain packages, the contractor will be notified that they are to mail on the exact specified date (no earlier than; no later than).**

The ship/deliver date indicated on the print order is the date products ordered for shipping/delivery f.o.b. destination must be delivered to the destinations specified and the date products ordered for mailing f.o.b. contractor’s city must be delivered to the U.S. Postal Service.

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 inquiries.

**WORKLOG:** The contractor must prepare a worklog showing the work completed for each mailing period.

Contractor must use the worklog approved by the Government (see “PREAWARD SURVEY – Quality Control/Quality Assurance and Recovery Plan.”)

Contractor must submit the worklog prior to each mailing to sygnatur.eric@bls.gov for each order for approval by BLS. It is the contractor’s responsibility to submit the worklog in time for agency approval and still meet the schedule.
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. (a) 1.  57
     2.  10
   (b) 1.  1
     2.  1
   (c) 1.  17
     2.  5

   (1)  (2)

II. (a) 3  70
     (b) 1  300
     (c) 1  2,750
     (d) 1  2,750
     (e) 1  7,250
     (f) 1  500
     (g) 1  50
     (h) 2  100
     (i) 1  50
     (j) 2  100
     (k) 1  5,000
     (l) 1  75
     (m)  7  4,030
     (n) 2  1,020

III. (a) 7,429
     (b) 7,429

IV. 1.  200
     2.  7,429
SECTION 4. - SCHEDULE OF PRICES

Bids offered are f.o.b. contractor’s city for all mailing and f.o.b. destination for all other consignments.

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 100 will be prorated at the per-100 rate.

Contractor’s billing invoice must be itemized in accordance with the line items in the “SCHEDULE OF PRICES.”

For saddle-stitched products, a charge will be allowed for each page, whether printed or blank. Unless otherwise specified, no more than three (3) blank pages shall be permitted at the end of the text for saddle-stitched products.

1. PROOFS AND PRIOR TO PRODUCTION SAMPLES:

   (a) Digital Color Content Proofs:

   1. Booklets, Forms, Leaflets, Pamphlets, and Letters.............. per trim/page-size unit.......$___________
   2. Envelopes.............................................................................................................per envelope.....$_________

   (b) Digital One-Piece Composite Laminated Halftone Proofs:

   1. Booklets, Forms, Leaflets, Pamphlets, and Letters.............. per trim/page-size unit.......$___________
   2. Envelopes.............................................................................................................per envelope.....$_________

   (c) Prior to Production Samples:

   1. Booklets, Forms, Leaflets, Pamphlets, and Letters.............. per 100 packages .....$___________
   2. Bulk-Shipped Envelopes Only............................................................. per 100 envelopes.....$_________
II. PRINTING, BINDING, AND CONSTRUCTION: Prices offered must be all inclusive, as applicable and must include the cost of all required materials and operations necessary (including PDF soft proofs and paper) for the printing, binding, and construction of the products listed in accordance with these specifications.

NOTE: For items that require folding, folding is to be charged under line item III.(a). This does not apply to the folding required in the saddle-stitching process.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Makeready and/or Setup</th>
<th>Running Per 100 Copies</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Items 1, 2, and 3 (Data Collection Booklet (Spanish)):</td>
<td>(1)</td>
<td>(2)</td>
</tr>
<tr>
<td>Printing in black and red, including binding</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>(b) Item 4 (Business Return Envelope):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printing in black, including construction</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>(c) Item 5 (Pre-note Leaflet):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printing in black and red, including binding</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>(d) Item 6 (OSHA Recordkeeping Form):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printing in black, including binding</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>(e) Item 7 (Outgoing Envelope (IDCF/Pre-note)):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printing in black, including construction</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>(f) Item 8 (Outgoing Envelope (State)):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printing in black, including construction</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>(g) Item 9 (Outgoing Envelope for Booklet)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printing in black, including construction</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>(h) Items 10 and 11 (Outgoing Envelopes NR1/NR2 for Booklet)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printing in black and red, including construction</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>(i) Item 12 (Outgoing Envelope for Booklet (State)):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printing in black, including construction</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>(j) Items 13 and 14 (Outgoing Envelopes NR1/NR2 for Booklet)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printing in black and red, including construction</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>(k) Item 15 (Electronic Data Collection Option Leaflet (IDCF))</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printing in black and red, including binding</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>(l) Item 16 (Internet Pamphlet):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printing face in black and red and back in black, red, and blue, including binding</td>
<td>$___________</td>
<td>$___________</td>
</tr>
</tbody>
</table>

(Initials)
(m) Items 17 through 23 (Voluntary/Mandatory Letters):
  Printing face only in black, including binding ................. per letter ......$___________ $___________

(n) Item 24 and 25 (Fax Forms)
  Printing face and back in black, including binding .......... per form ......$___________ $___________

III. ADDITIONAL OPERATIONS:

(a) Folding....................................................................................................... per 100 folds ...... $___________

(b) Imaging of addresses, text, and bar codes .......................................... per 100 packages ...... $___________

IV. PACKING AND DISTRIBUTION: Prices offered must be all-inclusive, as applicable, and must include the
cost of all packing; shipping containers; all necessary wrapping and packing materials; all required materials
and operations necessary for the mailing and shipping of the survey packages including cost of collating and
assembling (excluding folding) items in proper sequence; insertion of specified items as required into outgoing
envelope; all labeling, and markings; and, complete distribution in accordance with these specifications.

1. Bulk Shipments (other than by mail):
   Packing and sealing shipping containers ................................................. per container ...... $___________

2. Mailed Shipments:
   Survey packages ................................................................. per 100 packages ... $___________

LOCATION OF POST OFFICE: All mailing will be made from the ____________________________

Post Office located at Street Address ________________________________________________,

City________________________________________, State__________________________, Zip Code __________________________

(Initials)
SHIPMENTS: Shipments will be made from: City ________________________ State ____________________.

The city(ies) indicated above will be used for evaluation of transportation charges when shipment f.o.b. contractor’s city is specified. If no shipping point is indicated above, it will be deemed that the bidder has selected the city and state shown below in the address block, and the bid will be evaluated and the contract awarded on that basis. If shipment is not made from evaluation point, the contractor will be responsible for any additional shipping costs incurred.

DISCOUNTS: Discounts are offered for payment as follows: ___________ Percent ___________ Calendar Days. See Article 12 “Discounts” of Solicitations Provisions in GPO Contract Terms (Publication 310.2).

AMENDMENT(S): Bidder hereby acknowledges amendment(s) number(ed) ____________________________.

BID ACCEPTANCE PERIOD: In compliance with the above, the undersigned agrees, if this bid is accepted within ____________ calendar days (60 calendar days unless a different period is inserted by the bidder) from the date for receipt of bids, to furnish the specified items at the price set opposite each item, delivered at the designated point(s), in exact accordance with specifications. Failure to provide a 60-day bid acceptance period may result in the expiration of the bid before award.

BIDDER’S NAME AND SIGNATURE: Unless a specific written exception is taken, the bidder, by signing and submitting a bid, agrees with and accepts responsibility for all certifications and representations as required by the solicitation and GPO Contract Terms - Publication 310.2. When responding by email, fill out and return one copy of all pages in "SECTION 4. – SCHEDULE OF PRICES," including initialing/signing where indicated. Valid electronic signatures will be accepted per the Uniform Electronic Transactions Act, §2. Electronic signatures must be verifiable of the person authorized by the company to sign bids. Failure to sign the signature block below may result in the Bid being declared non-responsive.

Bidder  _____________________________________________________________________________________  (Contractor’s Name)  (GPO Contractor’s Code)

  _________________________________________________________________________________________  (Street Address)

  _________________________________________________________________________________________  (City – State – Zip Code)

By  _________________________________________________________________________________________  (Printed Name, Signature, and Title of Person Authorized to Sign this Bid)  (Date)

  _________________________________________________________________________________________  (Person to be Contacted)  (Telephone Number)

  _________________________________________________________________________________________  (Email)  (Fax Number)

___________________________________________________________________________________________  THIS SECTION FOR GPO USE ONLY

Certified by:  __________  Date:  __________  Contracting Officer:  __________  Date:  __________  (Initials)  (Initials)
ATTACHMENT A

BLS Confidentiality and Security Requirements – Attachment A

1. Work under this contract will involve exposure to Bureau of Labor Statistics (BLS) data that were collected by the BLS under a pledge of confidentiality for exclusively statistical purposes. Statistical purposes are defined as the description, estimation, or analysis of the characteristics of groups without identifying the individuals or organizations that comprise such groups, and the development, implementation, or maintenance of methods, procedures, or information resources that support such purposes. 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. Statutorily Protected Data. 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. Respondent Identifiable Information. 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.
   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.
   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. Non-PFEI Pre-release Information. 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
ATTACHMENT A

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 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 or any other BLS official that the BLS designates.

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 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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. 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...
ATTACHMENT A

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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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
ATTACHMENT A

(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.

23. Work under this contract will be performed at BLS facilities or other approved worksites. 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. No worksites outside of the United States will be permitted. 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. 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.

24. 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.

25. Contractor use of a Cloud Service Provider (CSP) to service BLS confidential information must be through an authorized FedRAMP vendor and the vendor’s FedRAMP package must be reviewed and approved by BLS prior to use. 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. Any employee of the CSP who will require access to unencrypted BLS confidential information (to provide support, aid in migration, troubleshoot, etc.) must be designated as a BLS agent and complete the required training.

26. 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 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, the Contractor may request an exception. Any exceptions must be approved in writing by the BLS.

27. 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. 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
ATTACHMENT A

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.

28. 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.

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.
§ 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;
ATTACHMENT B

(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.
ATTACHMENT C

BLS Confidentiality & Security Requirements - Attachment C

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.
ATTACHMENT C

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
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## EXHIBIT B
### Sample Task List

**Print Contract 2020 Data Collection/2021 Prenotification Task List**

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<td>3. Address file for 2020 Puerto Rico data collection mailout</td>
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<td>4. Address file for 2020 IDCFS data collection mailout</td>
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<td>2. 2020 Internet Data Collection Leaflet</td>
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<td>3. 2021 Prenotification Leaflet</td>
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<td>4. 2021 OSHA Forms Package (OSHA 4 pager)</td>
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<td>Distribution list (In Excel format) including Delivery Addresses and Quantities</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Quantity spreadsheet</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Camera readies for:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. 2020 Spanish Data Collection Book (1st, 2nd, 3rd mailing)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. 2020 Internet Data Collection Leaflet</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. 2021 Prenotification Leaflet</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. 2021 OSHA Forms Package (OSHA 4 pager)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5. Electronic Data Collection Methods Flyer (to be inserted into the 12-page Spanish survey form)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6. Outgoing Envelope (6x9)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>7. Outgoing Envelope (9x12)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>8. BRM (return) Envelope</td>
<td></td>
</tr>
<tr>
<td></td>
<td>9. All letters</td>
<td></td>
</tr>
<tr>
<td></td>
<td>FIMS for BRM Envelope</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Distribution list (In Excel format) including Delivery Addresses and Quantities</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Quantity spreadsheet</td>
<td></td>
</tr>
<tr>
<td>BLS</td>
<td><strong>BLS to provide to Contractor:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Print Orders for all mailings</td>
<td>10/01/2020</td>
</tr>
<tr>
<td>Contractor</td>
<td><strong>Contractor to provide to BLS (arrives at BLS):</strong></td>
<td>10/08/2020</td>
</tr>
<tr>
<td></td>
<td>Proofs of all static forms and envelopes</td>
<td></td>
</tr>
<tr>
<td>BLS</td>
<td><strong>BLS to provide to Contractor:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Approval of all envelope proofs</td>
<td>10/12/2020</td>
</tr>
<tr>
<td>Contractor</td>
<td><strong>Contractor to provide to BLS (arrives at BLS):</strong></td>
<td>10/22/2020</td>
</tr>
<tr>
<td></td>
<td>Prior to production samples of gummed and pressure sensitive envelopes</td>
<td></td>
</tr>
<tr>
<td>BLS</td>
<td><strong>BLS to provide to Contractor:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Approval of all static forms</td>
<td>10/23/2020</td>
</tr>
<tr>
<td>BLS</td>
<td><strong>BLS to provide to Contractor:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>EXHIBIT B</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------</td>
<td>-----------------</td>
<td></td>
</tr>
<tr>
<td><strong>Approval of prior to production samples of gummed and pressure sensitive envelopes</strong></td>
<td>10/23/2020</td>
<td></td>
</tr>
<tr>
<td><strong>BLS to provide to Contractor:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-production Test Address Files</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. 2021 Mandatory Prenotification (1000 units)</td>
<td>10/23/2020</td>
<td></td>
</tr>
<tr>
<td>2. 2021 Voluntary Public Sector Prenotification (1000 units)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. 2020 Puerto Rico Data Collection (1000 units)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. 2020 IDCF Data Collection (1000 units)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. 2020 Voluntary Public Sector Data Collection (1000 units)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Contractor to provide to BLS (arrives at BLS):</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prior to production samples of packages – <strong>THIS IS MANDATORY</strong></td>
<td>11/18/2020</td>
<td></td>
</tr>
<tr>
<td>1. 2021 Mandatory Prenotification (100 units)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. 2021 Voluntary Public Sector Prenotification (100 units)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. 2020 Puerto Rico Data Collection (100 Units)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. 2020 IDCF Data Collection (100 units)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. 2020 Voluntary Public Sector Data Collection (100 units)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>BLS to provide to Contractor:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approval of all prior to production samples of packages</td>
<td>11/25/2020</td>
<td></td>
</tr>
<tr>
<td><strong>BLS to Provide to Contractor:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bulk shipments FOB destination, inside-delivery, to States, regional offices, and BLS-Washington</td>
<td>12/02/2020</td>
<td></td>
</tr>
<tr>
<td><strong>BLS (Note: Add control records ONLY to extract files, not to the S³ database). Control schedules should be sent to Eric Sygnatur or Jeff Brown</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>BLS to Provide to Contractor:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. 2021 Voluntary Public Sector Prenotification to be mailed by the contractor.</td>
<td>12/07/2020</td>
<td></td>
</tr>
<tr>
<td>2. 2021 Remainder Mandatory Prenotification to be mailed by the contractor.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Counts of files.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Contractor</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mail 2021 Prenotification Booklets</td>
<td>No earlier than 12/11/2020 NLT 12/11/2020</td>
<td></td>
</tr>
<tr>
<td><strong>BLS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insert PM row into process table for all units on the 2021 Prenotification Address files when notified mailing is complete</td>
<td>No earlier than 12/11/2020 NLT 12/11/2020</td>
<td></td>
</tr>
<tr>
<td><strong>BLS to Provide to Contractor:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. 2020 Voluntary Public Sector Data Collection Address File</td>
<td>12/14/2020</td>
<td></td>
</tr>
<tr>
<td>Contractor</td>
<td>Mails 2020 Data Collection Booklets</td>
<td>No earlier than 01/08/2021 NLT 01/08/2021</td>
</tr>
<tr>
<td>------------</td>
<td>------------------------------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>BLS</td>
<td>Insert CM row into process table for all units on the 2020 Data Collection Address files when notified mailing is complete</td>
<td>No earlier than 01/08/2021 NLT 01/08/2021</td>
</tr>
</tbody>
</table>

**BLS to Provide to Contractor:**

<table>
<thead>
<tr>
<th>BLS</th>
<th>1. 2020 Voluntary Public Sector Data Collection Address File (nonresponse)</th>
<th>02/22/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2. 2020 IDCF Data Collection Form Address File (nonresponse)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. 2020 Puerto Rico Data Collection Address File (nonresponse)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Counts of all files</td>
<td></td>
</tr>
</tbody>
</table>

| BLS | Insert CM row into process table for all units on the 2020 Data Collection Address files as soon as the files are provided to the printer. | 02/26/2021 |

| Contractor | Mail 1st non-response mailing | 02/26/2021 |

**BLS to Provide to Contractor:**

<table>
<thead>
<tr>
<th>BLS</th>
<th>1. 2020 Voluntary Public Sector Data Collection Address File (nonresponse)</th>
<th>03/29/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2. 2020 IDCF Data Collection Form Address File (nonresponse)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. 2020 Puerto Rico Data Collection Address File (nonresponse)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Counts of all files</td>
<td></td>
</tr>
</tbody>
</table>

| BLS | Insert CM row into process table for all units on the 2020 Data Collection Address files as soon as the files are provided to the printer. | 04/02/2021 |

| Contractor | Mail 2nd non-response mailing to all States | 04/02/2021 |
MANDATORY REPORT - DATED MATERIAL
U.S. GOVERNMENT DOCUMENTS ENCLOSED

FIRST-CLASS MAIL
U.S. POSTAGE PAID
U.S. BUREAU OF LABOR STATISTICS
16625

FROM:

OFFICIAL BUSINESS
ADDRESS SERVICE REQUESTED

TO:

AI
MANDATORY REPORT - DATED MATERIAL
U.S. GOVERNMENT DOCUMENTS ENCLOSED
FINAL NOTICE. RESPONSE REQUIRED IMMEDIATELY.

FROM:

TO:

OFFICIAL BUSINESS
ADDRESS SERVICE REQUESTED

A3