# Program 5517-S Contract Term: December 6, 2016 through September 30, 2017 plus four option years

Title: W-2, Affordable Care Act (ACA), 1099 and Retired Pay Statements

ITEM	DESCRIPTION	BASIS OF AWARD	IMS, INC Liverpool, NY		St. Lousi Presort St. Louis, MO		Cenveo Los Angeles Los Angeles, CA		Gray Graphics Capitol Heights, MD	
gs.			UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST
l.	COMPLETE PRODUCT		- 34							4
	W-2 ACA, 1099 Statements printing/imaging in black							1		
	including binding and inserting, per statement			9						
	Makeready and/or setup	3	\$0.02	\$0.06	NC		\$500.00			\$1,500.00
(2)	Runningper 1000 copies	1,050	\$120.00	\$126,000.00	\$55.00	\$57,750.00	\$200.00	\$210,000.00	\$205.00	\$215,250.00
	E STATE OF THE STA		13							
В	Retired Pay Statements printing/imaging in black									
	Makeready and/or setup	12	\$0.02	\$0.24	NC	Carrier and	\$500.00	\$6,000.00	\$500.00	\$6,000.00
(2)	Runningper 1000 copies	89	\$120.00	\$10,680.00	\$65.00	\$5,785.00	\$200.00	\$17,800.00	\$335.00	\$29,815.00
	Envelopes printing/imparing in block									
	Envelopes printing/imaging in black	- 10	00.04	20.40	NO		<b>AFOO</b> 00		0.100.00	23 <b></b>
	Makeready and/or setup	13	\$0.01			A00 700 50	\$500.00		\$100.00	\$1,300.00
(2)	Runningper 1000 copies	1,139	\$120.00	\$136,680.00	\$23.50	\$26,766.50	\$50.00	\$56,950.00	\$25.00	\$28,475.00
i.	PROOFS, AUTHOR ALTERATIONS, PRIOR TO PRODUCTION SAMPLES:								3	
	PDF Proofseacheach	6	\$0.01	\$0.06	\$0.00	\$0.00	\$100.00	\$600.00	\$20.00	\$120.00
	Author's Alterationsper sideper	6	\$120.00			\$150.00			\$15.00	\$90.00
С	Prior to Production Samplesper set of 10	111	\$120.00	\$13,320.00	\$25.00	\$2,775.00	\$20.00	\$2,220.00	\$65.00	\$7,215.00
	TOTAL OFFER:			\$287,400.49		\$93,226.50		\$302,170.00		\$289,765.00
	DISCOUNT:		0%	\$0.00	0%	\$0.00	0%	\$0.00	2%	
	NET OFFER:			\$287,400.49	1	\$93,226.50		\$302,170.00		\$283,969.70
		Awarded			-300					

Created by KD Reviewed by CS

Page 1 of 28

Program 5517-S Specifications by: fm/cm Reviewed by: cm

### U.S. GOVERNMENT PUBLISHING OFFICE 200 N. LaSalle St., Suite 810 Chicago, IL 60601-1055

### GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

# W-2, Affordable Care Act (ACA), 1099 and Retired Pay Statements

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

U.S. Coast Guard

Single Award

**BID OPENING:** Bids shall be publicly opened at **2 p.m.** prevailing Chicago, IL time on **September 7, 2016**.

**BID SUBMISSION:** Facsimile bids are acceptable (see GPO Contract Terms, Pub. 310.2, 5/99). To submit a bid, the contractor must return a signed and completed GPO Bid Form 910, a completed "Schedule of Prices".

Send bids to U.S. Government Publishing Office, Suite 810, 200 N. LaSalle St., Chicago, IL 60601, or fax bids to 312-886-2057.

**CONTRACT TERM:** The term of this contract is for the period beginning October 1, 2016, and ending September 30, 2017, plus up to four optional 12-month extension period(s) that may be added in accordance with the "Option to Extend the Contract Term" clause in this contract.

Note: This is a new contract. There is no previous abstract. All pick-up and return of government furnished materials must be completed in a secure manner which prevents loss, theft, or unauthorized access.

**INFORMATION**: For questions about these specifications call Chuck Szopo at 312-353-3916 x6. No collect calls. Do not call with requests for specifications or abstracts – this information is available on the GPO website at <a href="http://www.gpo.gov/gpo/abstracts/abstract.action?region=Chicago">http://www.gpo.gov/gpo/abstracts/abstract.action?region=Chicago</a>.

Fax requests for new award information (available approximately 2 weeks after bid opening) to GPO Chicago Front Desk at 312-886-2057.

### SECTION I.- 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. 6-01) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (revised August 2002).

**DOING BUSINESS WITH THE GPO:** Contractors wishing to do business with the GPO are referred to the GPO web site <a href="http://www.gpo.gov/vendors/index.htm">http://www.gpo.gov/vendors/index.htm</a>, where one can register as a GPO contractor using the 'GPO Contractor Connection' link in accordance with the furnished instructions on this page.

NOTE: Prospective as well as existing GPO contractors are to note that as of January 1, 2008, all contractors seeking to do business with GPO must first complete and thereafter maintain the accuracy of their GPO Contractor Connection registration with the following mandatory taxpayer information boxes: "EIN/TIN #" Employer Identification Number of Taxpayer Identification Number): "Subject to Backup Withholding" (See IRS Form W-9, available for download at <a href="http://www.irs.gov/pub/irs-pdf/fw9.pdf">http://www.irs.gov/pub/irs-pdf/fw9.pdf</a>). GPO will withhold payment of any invoices for work completed by any contractor who fails to provide this tax data in GPO Contractor Connection. Such invoices will be declared ineligible for payment until all requirements for payment, including providing this tax data in GPO Contractor Connection, have been satisfied.

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

Product Quality Levels:

- (a) Printing Attributes Level IV.
- (b) Finishing Attributes Level IV.

Inspection Levels from ANSI/ASQC Z1.4:

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

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

**Attribute** 

Specified Standard

P-7. Type Quality and Uniformity

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

SUBCONTRACTING: The predominant production function is printing of sensitive documents. Bidders who must subcontract this operation will be declared non-responsible. Subcontracting will be allowed for the manufacturing of envelopes and for sorting and/or mailing. Subcontractors must meet all security requirements herein and the contractor is fully responsible for their satisfactory performance. No subcontracting of any part of production outside of the U.S. is allowable.

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

The security and confidentiality of Government legal documents handled and stored by the contractor during the execution of this contract are of critical importance. Should the preaward survey reveal a security deficiency that jeopardizes or otherwise compromises the secure and confidential operation of this contract as specified herein, the Government reserves the right to declare the contractor non-responsible if such a deficit cannot be remedied by the contractor in a timely fashion and at no additional expense to the Government.

Contractors will also be required to update their Contractor Connection account on www.gpo.gov to include current points of contact, current contact information, number of employees, current maintained equipments and capabilities, etc.

**PRODUCTION PLANS:** The contractor shall present, in writing, to the Contracting Officer within five (5) workdays of being notified to do so by the Contracting Officer or his/her representative, detailed plans for each of the following activities. The workday after notification to submit will be the first day of the schedule. If the Government requests additional information after review of plans, the contractor must submit updated plans within two (2) workdays of request.

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

<u>Backup Facility</u> – The failure to deliver the products required under this specification in a timely manner would have an impact on the daily operations of USCG. Therefore, if for any reason(s) (act of God, labor disagreements, etc.) the contractor is unable to perform at said locations for a period longer than five (5) workdays, contractor must have a backup facility with the capability of producing the products required under this specification.

Plans for their contingency production must be prepared and submitted to the Contracting Officer as part of the preaward survey. These plans must include the location of the facility to be used, equipment available at the facility, and a timetable for the start of production at that facility. Part of the plan must also include the transportation of Government materials from one facility to another.

NOTE: All terms and conditions of this contract will apply to the backup facility.

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

The quality control plan must also include examples and a detailed description of all quality control samples and their corresponding inspection reports or logs the contractor will keep to document the quality control inspections performed on each run. Furthermore, the plan must include the names of all quality assurance officials and describe their duties in relationship to the quality control plan.

The quality control plan must account for the number of pieces mailed daily, cover the security over the postage meters, and the security of the controls for the setting of the meters.

Quality Control Sample Plan – The plan must provide a description of how the contractor will create quality control samples for periodic samplings to be taken during the production run, provide for back-up and re-running in the event of an unsatisfactory sample, and contain control systems that will detect defective, missing, or mutilated pieces.

The plan shall detail the actions to be taken by the contractor when either defects, 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. 6-01)).

The plan shall monitor all aspects of the job, including material handling and mail flow, to assure that the production and delivery of these statements meet specifications and Government requirements.

This includes maintaining 100% accountability in the accuracy of imaging and mailing of all pieces throughout each run. The contractor must ensure that there are no missing or duplicate pieces.

The contractor must maintain quality control samples, inspection reports, and records for a period of no less than 120 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.

<u>Computer System (Secure Network) Plan</u> – To meet functional and assurance requirements, the security features of the computer network environment must provide for managerial, operational and technical controls.

Included with the Computer System Plan shall be a resume for each employee responsible for the monitoring and the programming of the contractor's computer system and file transmissions. If the contractor(s) plans to use a consultant for either task, a resume must still be included.

The operating security features of the system must have the following minimum requirements:

- Security Policy. Access to data is provided on a need-to-know basis, universal access is not
  granted. Contractor must define allowed users and rules of access. All computer monitors are
  password protected with a "strong" password. All passwords must expire and must be reset on a
  regular basis. Data must be stored on the main frame and can only be accessed by authorized
  personnel.
- Accountability. Computer systems must be secured from unauthorized access. All security
  features (audit trails, identification/authentication) must be available and activated to prevent
  unauthorized access to SBU information. Connection of non-approved devices to any
  workstation is prohibited. No user is permitted to install software on either a server or their
  desktop, preventing any reconstruction software from being installed. The policy should also
  provide for clearance of all protected information on objects before they are allocated out of or
  into the system, i.e., object reuse.
- Assurance. Access controls, audit logs and other security features must be implemented and working. The security system should be tested annually to assure it is functioning correctly. Contractor must have software to generate reports, or equivalent procedures.
- Documentation. Test documentation should be readily available that describes how and what mechanisms were tested and the results. Design documentation may also be required, along with a user's guide and facility manual.

- Encryption. Bitlocker Drive Encryption or similar is required. Additional enterprise server-based encryption measures may be implemented. Encryption measures should include all laptops or computers that will be removed from the facility.
- Web Accessible File Sharing. There shall be no dialup or broadband support for web accessible file sharing without documented review and approval by the agency.
- Backup. Contractor must provide full backup capability for continuous production of the final product as required in these specifications.

<u>Mail Plan</u> – This plan should 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 the mailing and other USPS instructional material such as the Postal Bulletin. The contractor must also disclose how they will achieve multi-level USPS automated presort postal discounts as outlined in the contract.

<u>Material Handling and Inventory Control Plan</u> – This plan should explain in detail how the following materials will be handled: incoming raw materials; work-in-progress materials; quality control inspection materials; USPS inspection materials; and all outgoing materials cleared for USPS pick-up/delivery.

<u>Personnel Plan</u> – This plan should include a listing of all personnel who will be involved with this contract. For any new employees, the plan should include the source of these employees, and a description of the training programs the employees will be given to familiarize them with the requirements of this program.

<u>Production Plan</u> – The contractor is to provide a detailed plan of the following:

- (a) list of all production equipment and equipment capacities to be utilized on this contract;
- (b) the production capacity currently being utilized on this equipment;
- (c) capacity that is available for these workloads; and,
- (d) if new equipment is to be utilized, documentation of the purchase order, source, delivery schedule and installation dates are required.

<u>Security Control Plan</u> – The contractor shall maintain in operation an effective security system where items by these specifications are manufactured and/or stored (awaiting distribution or disposal) to assure against theft and/or the product ordered falling into unauthorized hands.

Contractor is cautioned that no Government provided information shall be used for non-Government business. Specifically, no Government information shall be used for the benefit of a third party.

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

The plan shall contain at a minimum:

- (1) How Government files (data) will be secured to prevent disclosure to a third party.
- (2) How the disposal of waste materials will be handled.
- (3) How all applicable Government-mandated security/privacy/rules and regulations as cited in this contract shall be adhered to by the contractor and/or subcontractor(s).

<u>Materials Plan</u> – How all accountable materials will be handled throughout all phases of production.

<u>Production Area Plan</u> – The contractor must provide a secure area(s) dedicated to the processing and storage of data for the statements, either a separate facility dedicated to this product, or a walled-in limited access area within the contractor's existing facility. Access to the area(s) shall be limited to security-trained employees involved in the production of these statements.

Part of the Production Area Plan shall include a floor plan detailing the area(s) to be used, showing existing walls, equipment to be used, and the printing and finishing locations.

Contractor must have, in place, a building security system that is monitored 24 hours a day, seven (7) days a week, and a badging/keypunch system that limits access to Government materials (data processing center/production facility and other areas where Government materials with PII are stored or are accessible) that is only accessible by approved personnel. Contractor must present this information, in detail, in the production area plan.

<u>Disposal of Waste Materials Plan</u> – The contractor is required to demonstrate how all waste materials used in the production of sensitive USCG records will be definitively destroyed (ex., burning, pulping, shredding, macerating, or other suitable similar means). Electronic Records must be definitively destroyed in a manner that prevents reconstruction. Definitively destroying the records means the material <u>cannot</u> be reassembled and used in an inappropriate manner in violation of law and regulations. Sensitive records are records that are national security classified or exempted from disclosure by statue, 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 printing site. The contractor must specify the method planned to dispose of the material.

**POSTAWARD CONFERENCE:** At the Government's option, immediately after award a postaward conference with contractor representative(s) may be held via telephone conference to discuss the requirements of the contract.

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

GOVERNMENT IN-PLANT INSPECTIONS: The Government shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, the Contracting Officer may require specific measures in cases where the contractor is found to be noncompliant with contract safeguards.

OPTION TO EXTEND THE CONTRACT TERM: 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 5 years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "Extension of Contract Term" clause. See also "Economic Price Adjustment" for periodic pricing revision.

**EXTENSION OF CONTRACT TERM:** After all option years have been extended, 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 GPO and the contractor.

**ECONOMIC PRICE ADJUSTMENT:** The prices set forth in this contract shall be adjusted in accordance with the provisions of this clause, provided that, in no event will prices be revised to exceed the maximum permissible under any law existing as of the date of the contract or as may be hereafter promulgated.

Price adjustment period: For the purpose of this clause, the program years shall comply with the Contract Term clause. There shall be no price adjustment for orders placed during the first program year of this contract.

Price adjustment: The prices shall be adjusted on the basis of the "Consumer Price Index For All Urban Consumers - Commodities Less Food, Seasonally Adjusted," published monthly in the CPI Detailed Report by the Department of Labor, Bureau of Labor Statistics, in the following manner:

- (1) The contract price of orders placed during the adjusted period (excluding reimbursable postage or transportation costs) shall be adjusted by the percentage increase or decrease in the average, seasonally adjusted Consumer Price Index For All Urban Consumers Commodities Less Food (seasonally adjusted) as follows: An index shall be calculated by averaging the 12 seasonally adjusted months ending 3 months prior to the expiration of the first period of the contract. This average is then compared with the average index for the 12-month period ending 3 months prior to the beginning of the contract, called the base index. The percentage increase or decrease by comparing these two indexes shall be applied to the contractor's invoices for orders placed during the price adjustment period.
- (2) The Government will notify the contractor in writing of the percentage increase or decrease to be applied to any invoices to be submitted for orders subject to price adjustment in accordance with this clause. Such percentage will be determined from the published index as set forth above. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs. Any applicable discounts will be calculated on the basis of the invoice price as adjusted.

If the Government exercises an option, the extended contract shall be considered to include this economic price adjustment clause.

**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.

**SECURITY:** This contract requires the reproduction of documents considered sensitive but unclassified (SBU). The contractor shall provide the necessary means, methods and facilities to ensure secure custody and strict accountability of all job materials while in the contractor's possession.

SBU information the agency provides to the contractor under this contract may include but is not limited to information such as Personally Identifiable Information (PII), Federal Tax Information (FTI), and/or sensitive agency information. Examples of such data are: Social Security Number, First and Last Name, Address, agency infrastructure diagrams, IP addresses, security audit results, etc.

SECURITY WARNING (PII): Information furnished on this contract will contain Personally Identifiable Information (PII). It is the contractor's responsibility to properly safeguard PII from loss, theft or inadvertent disclosure and to immediately notify the Government of any loss of personally identifiable information.

Personally identifiable information is "information that can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. (Reference: OMB Memorandum 07-16.) Other specific examples of PII include, but are not limited to:

- Personal identification numbers, such as passport number, driver's license number, taxpayer identification number, or financial account or credit card number.
- Address information, such as street address or personal email address.
- Personal characteristics, including photographic image (especially of face or other distinguishing characteristic), fingerprints, handwriting, or other biometric image or template data (e.g., retina scans, voice signature, facial geometry).

### SECURITY REQUIREMENTS: Protection of Confidential Information:

- (a) The contractor shall restrict access to all confidential information obtained from the U.S. Coast Guard in the performance of this contract to those employees and officials who need it to perform the contract. Employees and officials who need access to confidential information for performance of the contract will be determined at the postaward conference between the Contracting Officer and the responsible contractor representative.
- (b) The contractor shall process all confidential information obtained from the USCG in the performance of this contract under the immediate supervision and control of authorized personnel, and in a manner that will protect the confidentiality of the records in such a way that unauthorized persons cannot retrieve any such records.
- (c) The contractor shall inform all personnel with access to the confidential information obtained from the USCG in the performance of this contract of the confidential nature of the information and the safeguards required to protect this information from improper disclosure.
- (d) For knowingly disclosing information in violation of the Privacy Act, the contractor and the contractor employees may be subject to the criminal penalties as set forth in 5 U.S.C Section 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1) to the same extent as employees of the USCG. For knowingly disclosing confidential information as described in section 1106 of the Social Security Act (42 U.S.C. 1306), the contractor and contractor's employees may also be subject to the criminal penalties as set forth in that provision.
- (e) The contractor shall assure that each contractor employee with access to confidential information knows the prescribed rules of conduct, and that each contractor employee is aware that he/she may be subject to criminal penalties for violations of the Privacy Act.
- (f) All confidential information obtained from USCG for use in the performance of this contract shall, at all times, be stored in an area that is physically safe from unauthorized access.

- (g) Performance of this contract may involve access to tax return information as defined in 26 U.S.C. Section 6103(b) of the Internal Revenue Code (IRC). All such information shall be handled as confidential and may not be disclosed without the written permission of USCG. For willingly disclosing confidential tax return information in violation of the IRC, the contractor and contractor employees may be subject to the criminal penalties set forth in 26 U.S.C. Section 7213.
- (h) The Government reserves the right to conduct on-site visits to review the contractor's documentation and in-house procedures for protection of confidential information.
- (i) If a subcontractor is used for the sorting and/or mailing of the statements of this contract, the subcontractor must conform to all security requirements of the contract.

**BREACH OF SECURITY:** Any information marked "Official Use Only" or "Sensitive But Unclassified (SBU)" made available in any format or to which access is provided, shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

An SBU information breach includes any incident where SBU data is lost, misused, or compromised. This includes but is not limited to situations involving a misrouted file (a file meant for one entity or contractor is received by another entity or contractor) containing SBU data. In the case of an SBU breach, the contractor shall contact the agency main point of contact as soon as the incident is discovered but not later than 24 hours after discovery. The Government will take appropriate action and advise the contractor of further action, if any, required by the contractor and/or consequences resulting from the SBU Breach.

Should the contractor or a contractor's employee make any unauthorized inspection(s) or disclosure(s) of SBU information, the terms of the Default clause, GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 [Rev. 6-2001]), incorporated herein by reference, may be invoked, and the contractor will be considered to be in breach of this contract.

**BREACH NOTIFICATION:** The contractor is required to notify the agency main point of contact and the GPO contract administrator within one hour of determination of any actual or potential breach of data. The agency has an additional 30 minutes to prepare and submit the appropriate breach report to Department of Homeland Security, US-CERT. Contact the agency POC for the appropriate contact information.

**BREACH RESPONSIBILITY:** If it is determined that the contractor is responsible for a breach of data, contractor shall be responsible for all breach related costs (notification, credit monitoring, legal settlements, etc.) The agency shall determine if the contractor is responsible for any breach of data.

**TERMINATION OR SUSPENSION OF PRODUCTION:** If the Government determines that an authorized recipient has failed to maintain adequate safeguards (in the transmission, retention, and/or use of SBU) or has made any unauthorized inspections or disclosures of SBU, the Government may terminate or suspend transmission of SBU to any authorized recipient until the Government is satisfied that adequate steps have been taken to ensure adequate safeguards or prevent additional unauthorized inspections or disclosures (see IRC section 6103(p)(4) and (p)(7)).

CRIMINAL/CIVIL SANCTIONS FOR DISCLOSURE OF INFORMATION: Each officer or employee of any person at any tier to whom returns or return information is or may be disclosed shall be notified in writing by the person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure plus in the case of willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract and that inspection of any such returns or return information for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

Additionally, 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), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**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.

### PRIVACY ACT

### (a) The contractor agrees:

1) to comply with the Privacy Act of 1974 and the rules and regulations issued pursuant to the Act in the design, development, or operation of any system of records on individuals in order to accomplish an agency function when the contract specifically identifies (i) the system or systems of records and (ii) the work to be performed by the contractor in terms of any one or combination of the following: (A) design, (B) development, or (C) operation;

- 2) to include the solicitation notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation when the statement of work in the proposed subcontract requires the design, development, or operation of a system of records on individuals to accomplish an agency function; and
- 3) to include this clause, including this paragraph (3), in all subcontracts awarded pursuant to this contract which require the design, development, or operation of such a system of records.
- (b) In the event of violations of the Act, a civil action may be brought against the agency involved where the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency where the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act when the contract is for the operation of a system of records on individuals to accomplish an agency function, the contractor and any employee of the contractor is considered to be an employee of the agency.
- (c) The terms used in this clause have the following meanings:
  - 1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records including the collection, use, and dissemination of records.
  - 2) "Record" means any item, collection or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.
  - 3) "System of records" on individuals means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

Pursuant to the Privacy Act, any contractor employee who willfully discloses the content of the retained Government material to any person or agency not entitled to receive it shall be subject to criminal penalty and a fine.

FEDERAL TAX INFORMATION (FTI): FTI generally indicates actual documents that can be used to file a false tax return such as W2s. Section 6103 of the Internal Revenue Code (26 U.S.C. §6103) requires that returns and return information must be kept confidential and may not be disclosed except as permitted by the Internal Revenue Code. The term "return" means any tax or information return, declaration of estimated tax, or claim for refund required by, provided for, or permitted under the Internal Revenue Code and filed with the Secretary of the Treasury. "Return information" is defined very broadly, and includes a taxpayer's identity, the nature, source, or amount of his income, payments, deductions, the existence or progress of an audit, or any other data provided to or collected by the Secretary with respect to a return or determining the existence of tax liability for any person under the Internal Revenue Code. However, return information does not include data in a form which cannot be associated with or otherwise identify a particular taxpayer. Collectively, the IRS uses the term "federal tax information" or FTI to refer to any return or return information received by the IRS or secondary sources, including any information created by a recipient that is derived from return or return information.

**LIABILITY FOR GOVERNMENT PROPERTY:** The contractor will be held responsible for replacing lost or damaged Government property, whether in the process of operations or in transit.

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 October 1, 2016 through September 30, 2017, 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" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

REQUIREMENTS: This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with 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 in excess of 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 by reason 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 shipment/delivery, the Government may procure this requirement from another source.

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 in accordance with the "Ordering" clause of this contract.

PAYMENT: Submit all billing vouchers to: Comptroller FMCE, Office of Financial Management Services, U.S. Government Publishing Office, Washington, DC 20401, fax (202) 512-1851. Using the GPO barcode cover sheet and faxing your invoice to GPO is the fastest and safest method of getting paid. Your voucher goes directly into the electronic database of vouchers and is scheduled for payment. Visit the following website to create the GPO payment barcode cover page: <a href="http://winapps.access.gpo.gov/fms/vouchers/barcode/">http://winapps.access.gpo.gov/fms/vouchers/barcode/</a>. For complete instructions on preparing your voucher, go to <a href="http://www.gpo.gov/vendors/payment.htm">http://www.gpo.gov/vendors/payment.htm</a>.

Contractor is required to furnish a courtesy copy of the invoice voucher via email within five (5) workdays of order completion to:

Marion Collazo
Print Management Specialist
U.S. Coast Guard
Office of Information Management (CG-612)
2703 Martin Luther King Jr Ave, S.E., Stop 7710
Washington, DC 20593-7710

Voice: (202)372.4683 Fax: (202)475.3929

marion.w.collazo@uscg.mil

CONTRACTOR'S INVOICE FOR PAYMENT MUST BE ITEMIZED IN ACCORDANCE WITH THE SCHEDULE OF PRICES. FAILURE TO ITEMIZE IN ACCORDANCE WITH THE SCHEDULE OF PRICES MAY RESULT IN DELAYED PAYMENT.

**RECEIPTS FOR DELIVERY:** Contractor must furnish their own receipts for delivery. These receipts must include the GPO jacket, program, and print order numbers; total quantity shipped and/or delivered, number of cartons, and quantity per carton; date delivery made; and signature of the Government agent accepting delivery. The original copy of these receipts or other acceptable proof must accompany the contractor's voucher for payment.

### **SECTION 2.- SPECIFICATIONS**

**SCOPE:** These specifications cover the production of mailers, each consisting of a statement and a mailing envelope, requiring such operations as: secure pickup of furnished materials, electronic prepress, printing/variable data imaging of senstive information in a secure production environment, binding, folding, construction, inserting and distribution.

TITLE: W-2, Affordable Care Act ACA), 1099 and Retired Pay Statements.

Although this is an option year contract, all estimates, averages, etc., are based on one year's production.

### FREQUENCY OF ORDERS:

W-2 Statements: One order per year. ACA Statements: One order per year. 1099 Statements: One order per year. Retired Pay Statements: Monthly.

QUANTITY: All Statements are enclosed in envelopes.

W-2 Statements: Approximately 350,000 copies per order. ACA Statements: Approximately 350,000 copies per order. 1099 Statements: Approximately 350,000 copies per order.

Retired Pay Statements: Approximately 2,500 to 3,500 copies per order.

NOTE: Orders for the W-2 ACA and 1099 Statements will be issued at the same time (Approximately mid-January). For the Retired Pay Statements, due to the various changes annually (e.g., COLA, Tax, Insurance), the quantity per order may increase in any calendar month to approximately 56,000 copies. This increase typically occurs once annually.

### NUMBER OF PAGES:

W-2 Statements: Face and back.
ACA Statements: Face and back.
1099 Statements: Face and back.
Retired Pay Statements: Face and back

Window Envelopes: Face only (before construction) See "PRINTING" for details.

### TRIM SIZES:

All Statements: 8-1/2 x 11".

Envelopes: Number 10 (4-1/8  $\frac{1}{x}$  9-1/2"), plus flap.

GOVERNMENT TO FURNISH: Files for the statements will be furnished in batches of about 2,000 forms per batch (2,000 forms equals 4,000 front and back pages). All files and GPO Form 2511 Print Orders will be furnished via contractor-provided secure FTP site. All files will be created in the Windows and Linux operating systems, and the actual furnished files will be Adobe Acrobat PDF. At the Government's option, data files may be made available for pickup or emailed using secure encryption to the contractor as file attachments.

Prior to Production Samples: PDF files will be furnished for Prior to Production samples. These files will use actual data.

Furnished Fonts: Fonts provided, if any, (see "CONTRACTOR TO FURNISH") are the property of the ordering agency and are provided for use on this contract only. Using the furnished fonts for any job other than the one for which the fonts were submitted violates copyright law. All fonts should be eliminated from contractor archive immediately after completion of the production run.

GPO Form 2511 Print Order: Print orders will generally be enclosed with furnished materials or sent via email. At the Government's option, print orders may be furnished as a hard copy, a faxed copy, or by email. Contractor must be able to accept via email.

**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.

**ELECTRONIC PREPRESS:** Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure accurate output of the required reproduction image. Any errors, media damage or data corruption that might interfere with proper file imaging must be reported to the Agency and Felicia McGurren at 312-353-3916 x3 in sufficient time to comply with the shipping schedule. 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 Assurance Through Attributes Program (QATAP) quality level. Contractor must maintain the latest version of all programs and operating systems used in this contract as well as maintain backwards-compatibility.

**DIGITAL DELIVERABLES:** It is not anticipated that digital deliverables will be required. However, in the event that the contractor is requested to modify furnished files, then upon completion of each order, the contractor must return a copy of the modified final files (digital deliverables) to the agency. 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, or by any means acceptable to the agency. The Government will not accept as digital deliverables PostScript files or any proprietary file formats other than those supplied unless specified by the Government. The Government will accept Adobe Acrobat Portable Document Format (PDF) files as digital deliverables when originally furnished by the Government.

### TYPESETTING:

It is anticipated that all artwork will be furnished in a completed format, with no typesetting required. If changes are to be made, it is anticpated that the agency will furnished revised files. At the agency's option, the contractor may be required to make changes to furnished files such as enlarging or reducing page size.

Contractor must use appropriate type size and layout that will meet all Postal Service requirements. <u>Due to PII Security Requirements</u>, no other information can show through the window and all forms must meet Postal Service tap test requirements.

The agency retains the right as to the final decision as to the acceptability of the typefaces and sizes used. Once approved, contractor may not make revisions without written approval from the agency.

**ENVELOPE INVENTORY:** If envelope copy is changed during the term of the contract, the contractor must comply with the new requirement, and <u>cannot exhaust previous stock</u>. The contractor must produce a new supply of envelopes using the current valid copy of the envelopes.

**PRIOR TO PRODUCTION SAMPLES:** Prior to production samples will be required on each order issued during the first year the contract is in effect for the W-2, ACA, and 1099 Statements, and on the first two (2) monthly orders issued for the Retired Pay Statements, and for all envelopes versions.

Prior to the commencement of production of the contract production quantity, the contractor shall submit not less than 30 sets of printed and assembled sample packages for the W-2, ACA, and 1099 Statement, and not less than 10 sets of printed and assembled sample packages for the Retired Pay Statements. No samples will be returned to the contractor. The container and accompanying documentation shall be marked "PRIOR TO PRODUCTION SAMPLES" and shall include the GPO jacket, purchase order, and program number.

The contractor must not print prior to receipt of an "OK to Print."

**PDF PROOFS:** After the first year of production, the agency may waive preproduction samples and order PDF proofs. Contractor must confirm the proofing method with the agency.

The contractor must not print prior to receipt of an "OK to Print."

**AUTHOR'S ALTERATIONS:** Author's alterations (AA's) may occur during the proofing stage. At the Government's option, changes may be supplied by the Agency or requested from the contractor. It is anticipated that the agency will furnished revised files.

If ordered, Author's Alterations (AA's) proofs shall be PDF proofs, provided via email to one or more email addresses as provided by the Agency.

At the Government's option, Prior to Production samples may also, or alternatively, be requested as AA's proofs.

The contractor must not print prior to receipt of an "OK to Print."

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 12" dated March 2011. Government Paper Specification Standards No. 12 – <a href="http://www.gpo.gov/pdfs/customers/sfas/vol12/vol\_12.pdf">http://www.gpo.gov/pdfs/customers/sfas/vol12/vol\_12.pdf</a>.

**Statements:** White Bond, basis weight: 20 lbs. per 500 sheets, 17 x 22", equal to JCP Code G10, or at contractor's option White Writing Paper, basis weight 20 lbs. per 500 sheets, 17 x 22", equal to JCP Code D10.

**Envelopes:** White Writing Envelope, basis weight 24 lbs. per 500 sheets, 17 x 22", equal to JCP Code V20.

### PRINTING:

All furnished forms will be provided with static and variable data already merged into completed PDF files. One side of each statement will have the personalized information, and the other side of the statement will have the corresponding address information, placed to show through the window envelope.

Statements: Print face and back in black ink. Printing consists of text and line matter.

**Envelopes:** Envelopes print face only (before construction) in black ink. Printing consists of text and line matter (including Government furnished mailing indicia).

Window No. 10 Envelopes (to be used for both domestic and international mailers): Window size 1-1/8 x 4-1/2" or 1-1/8 x 4-3/4", with rounded corners, positioned 3/4" or 7/8" from left edge, 1/2" from bottom. Cover window with clear poly material, at contractor's option use glassine (recyclable, environmentally friendly material) instead of poly.

Envelopes require a security tint (lining is acceptable) printed on the inside (back – before construction) in black ink. Contractor may use his own design but must guarantee that the product will ensure complete opacity and prevent show through of any material contained therein.

Envelope printing shall be in accordance with the requirements for the style envelope ordered. All printing shall comply with all applicable U.S. Postal Service regulations. The envelope shall accept printing without feathering or penetrating to the reverse side.

MARGINS: Follow copy furnished.

**IDENTIFICATION MARKINGS**. Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc., form number, and revision date, carried on copy or film, must not print on finished product. The GPO imprint is waived.

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

**INSERTING:** Letter-fold Statement and insert Statement into envelope. Seal all envelopes.

BINDING OPERATIONS: All Statements trim four sides.

Folding and Inserting: Letter-fold and insert each Statement into an envelope. It is the contractor's responsibility to determine the actual folding specifications for proper machine insertion.

Contractor must ensure that no blank forms are folded and inserted, and that no envelopes are sealed empty, including appropriate quality control reporting.

**Sealing:** Envelopes must be securely sealed after forms are inserted. Contractor must use a method of sealing such that envelopes are securely sealed at the time of sealing. Methods that rely on the pressure of the other envelopes to seal the bond are not acceptable. Envelopes must be securely sealed when entered into the mail stream and must not open until opened by the recipient.

**LABELING AND MARKING:** Refer to Labeling and Marking Specifications (GPO Form 905). See GPO Contract Terms Booklet, Publication 310.2. for more information.

All expenses incidental to packing and labeling bundles and containers must be borne by the contractor.

# SORTING, ADDRESSING, AND MAILING IN ACCORDANCE WITH POSTAL SERVICE (USPS) REGULATIONS:

All mailed forms must meet all USPS requirements, and industry standard best practices for optimal readability and usability. Return address block on envelopes must be in compliance with all postal service requirements. Recipient address block on letter must meet all USPS requirements including those for typography, print quality, reflectance, barcode location, clear zones, tap test, etc. Contractor is responsible for reviewing all factors which could affect mail acceptance.

NCOA and CASS processing: Agency will complete all National Change of Address (NCOA) service database and the Coding Accuracy Support System (CASS) processing to verify addresses are NCOA and CASS certified.

**GPO SAMPLES:** Deliver two (2) samples per order along with a copy of the print order to the address noted in "Distribution". Mark package with Program Number and Print Order Number. This sample is to be delivered at the same time as the scheduled shipment/delivery and cannot be deducted from the total quantity ordered. Deliver sample copies by the most economical method. No additional charge will be allowed for GPO samples. No selection certificate is required.

### **DISTRIBUTION:**

### Mail F.O.B Contractor's City (at Government expense):

Each individual statement to both domestic and foreign addresses. Domestic mailing is nationwide, including the American Territories/Possessions. Contractor is responsible for all costs associated with transporting to the USPS.

Contractor will mail using furnished "Postage and Fees Paid" indicia; however, orders which result in mailings of less than 200 pieces or less than 50 pounds will require the contractor to apply appropriate postage to each mailing. Contractor will be reimbursed for this postage by submitting a properly completed postal service form (or equivalent) with billing invoice for payment.

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

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 on the GPO website at <a href="http://www.gpo.gov/vendors/sfas.htm">http://www.gpo.gov/vendors/sfas.htm</a>.

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

### Contractor must guarantee 100% production of all statements.

Damaged Forms: Contractor must maintain a record of all damaged forms and a record of when these forms were regenerated. These records will be required to be provided to the agency upon request, and if not requested earlier, must be provided within one workday of the completion of the mailing. NOTE: ALL DAMAGED FORMS MUST BE REGENERATED AND MAILED WITHIN THE CONTRACT SCHEDULE.

Non-USPS Postage (Invalids): It is anticipated that a small quantity of mailings may contain mailing addresses deemed invalid (unqualified) by the U.S. Postal Service (may not qualify for the imprint). Contractor is required to apply the appropriate equivalent postage to Invalids. Contractor must notify the agency of any such non-qualifying pieces. At the Government's option, the contractor may be required to overnight these pieces to the agency at the contractor's expense.

- Contractor must mail the fully imaged mail pieces whose addresses are deemed invalid but have addresses that look like they can be mailed. This type of invalid address contains a name, street address, city, state, zip code and/or province and country.
- Contractor must return the fully imaged mail pieces to the agency when addresses are deemed invalid but do not look like they can be mailed (i.e., no address, incomplete address or nonsensical address).
- Contractor must provide two lists to the Government containing the claim numbers that have invalid
  mailing addresses. 1) Claim numbers with invalid addresses that were mailed by the contractor. 2)
  Claim numbers with invalid addresses that were not mailed but returned to the agency. The agency
  will use the files and lists to identify the claim numbers and correct the mailing addresses for future
  mailings.

### F.O.B Destination (at contractor's expense via traceable means):

Prior to Production Samples: Must be delivered to: Commanding Officer, Coast Guard Pay and Personnel Center, Attn: Operations Division Chief, 444 SE Quincy Street, Topeka, KS 66683. Email <a href="mailto:terry.l.fritz@uscg.mil">terry.l.fritz@uscg.mil</a>

GPO Samples: Deliver 2 samples by the most economical method per order along with a copy of the 2511 print order to: U.S. GPO Chicago Regional Office, Attn: Compliance Chuck Szopo, 200 N. LaSalle St., Suite 810, Chicago, IL 60601. Include program number and print order number on package.

EMAIL NOTIFICATION OF MAILING: Upon completion of each order, contractor must notify the ordering agency (on the same day the order mails) via email to the address indicated on the print order. The subject line of the email shall be "Distribution Notice for Program 5517-S, Print Order Number, Jacket Number." The notice must provide all applicable tracking numbers, mailing method, and title of product.

GPO "VERIFICATION OF DELIVERY": Contractor MUST email delivery verification information to VerifyChicago@gpo.gov WITHIN 24 HOURS OF DELIVERY. Enter Program and Print Order numbers in the subject line, and in the body of the message indicate the method of shipment and the delivery date. If a contract specifies a shipping method of f.o.b. contractor city (at government's expense), enter the date of shipment. If a contract specifies f.o.b. destination (at contractor's expense), enter the date of delivery. If a contract specifies a combination of both methods, include all shipping and delivery dates. Failure to provide this information for each print order may result in delayed payment of invoices.

RETURN OF GOVERNMENT FURNISHED MATERIALS: Upon completion of each order, all Government furnished material must be securely returned to the originating address listed under "DISTRIBUTION". All expenses incidental to the pickup and return of furnished materials 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 signed individual print order (GPO Form 2511).

Contractor is bound by the mailing date on the GPO Form 2511 Print Order. Additional proofs or Prior to Production samples required due to additional proof stages, author's alterations, or printer's errors, or any other delays, problems, or contract requirements will NOT be a cause for delay in the schedule. All mailing <u>must</u> be completed by the scheduled date.

No definite schedule for pickup of majerial can be predetermined.

The following schedule begins the same workday as notification of the availability of print order and furnished material. The workday after notification will be the first workday of the schedule. Workdays are Monday through Friday, exclusive of Federal Holidays

The numbers under the column headed "WD After" represent the number of workdays allowed to complete that part of the schedule after completion of the preceding part.

· \	WD After
Contractor delivers Prior to Production samples or PDF proofs	5
Agency review of Prior to Production samples or PDF proofs	2
Contractor emails revised PDF proofs due to AA's	
(when required)	1
Contractor must complete mailing and delivery at all destinations	
after "Ok to Print"	7

All dates noted on the 2511 print order form are SHIPPING DATES (not delivery dates). The ship/deliver date indicated on the print order is the date products ordered for mailing f.o.b. contractor's city must be delivered to the U.S. postal service.

GPO samples and returned government furnished materials must deliver within 3 days of the shipping date specified on the 2511 print order form.

Agency and contractor are required to send Prior to Production samples via overnight delivery the day before the due date. For example, the proofs or samples should be sent via overnight delivery on Monday if the proofs or samples are due the next workday on Tuesday.

Unless agency indicates otherwise, deliveries must be completed no later than 3:30 p.m. on the scheduled delivery date. Deliveries received after 4:00 p.m. will be considered as arriving the following workday.

Unscheduled material such as instructions, 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.

### **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 requirements 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".

		(1)	(2)
I.	(A)	3	1,050
	(B)	12	89
	(C)	13	1,139

- II. (A) 6 (B) 6
  - (C) 111

### **SECTION 4.- SCHEDULE OF PRICES**

Bids offered are F.O.B. Contractor's City and F.O.B. Destination.

Bidder must make an entry in each of the spaces provided, in the category or categories for which bids are submitted. Bidder may bid in one category and no-bid the other categories. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared nonresponsive.

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) or blank spaces for an item within the category that a bidder is bidding on may be declared nonresponsive.

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.

The contractor is cautioned not to perform any operation(s) or produce any product(s) for which a price has not been offered under the contract. Further, the contractor is not to accept print orders which are outside the scope of the contract. Any changes made to the print order MUST be confirmed in writing by the Contracting Officer, Chicago GPO. If such orders are placed by the agency, and no Modification is received from the Chicago GPO, the contractor is to notify GPO Chicago immediately. Failure to do so may result in nonpayment.

CONTRACTOR'S INVOICE FOR PAYMENT MUST BE ITEMIZED IN ACCORDANCE WITH THE SCHEDULE OF PRICES. FAILURE TO ITEMIZE IN ACCORDANCE WITH THE SCHEDULE OF PRICES MAY RESULT IN DELAYED PAYMENT.

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

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

I.	of op	DMPLETE PRODUCT (Except for items in II. all required materials and operations including erations, secure printing/variable data imaging, stribution of the products listed in accordance with	but not limited binding, constr	l to: rece uction, f	eipt of files, pre	press
	Fo	r envelopes, all inside and outside printing must be	included in one	charge.		
		aly one "Makeready and/or Setup" charge will bantity run.	e allowed per i	tem orde	ered regardless o	of the
			<u>and/c</u>	eready o <u>r Setup</u> 1)	Running Per 1,000 Copies (2)	
	A.	W-2, ACA, 1099 Statements printing/imaging in including binding and inserting, per statement			\$	
	В.	Retired Pay Statements printing/imaging in black	\$		\$	•
	C.	Envelopes printing/imaging in black	\$		_ \$	
I.		COOFS, AUTHOR ALTERATIONS, PRIOR T st be supported by documentation submitted with t				arges
	A.	PDF Proofs	each	\$	· · · · · · · · · · · · · · · · · · ·	
	В.	Author's Alterations	per side	\$		
	C.	Prior to Production Samples	per set of 10	\$		
		TION OF POST OFFICE: All mailing will be n		· · · · ·		
Cit	y	"State_	,Zip C	Code		
			,		(Initials)	

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)

CONTRACTORS NAME AND SIGNATURE: Fill out and return one copy of all pages in "Section 4 - Schedule of Prices," initial or sign each in the space provided. See Page 1.					
Contractor					
(City –	State – Zip)				
Ву					
(Signature and title of person aud	thorized to sign this bid) (Date)				
(Person to be Contacted)	(Telephone Number)				
(Email Address)	(Contractor's Code No.)				

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)

Page 26 is blank

GPO Form 910 (R 8-01) P.57021-4 Part 1 ORIGINAL

# U.S. GOVERNMENT PRINTING OFFICE Printing Procurement Department

**FORM 910** 

All bids are subject to GPO Publication 310.2, Contract Terms (Rev. 6-01) which is incorporated by reference, and the representations and certifications on the reverse of part one of this GPO Form 910. Shipment(s) 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, contractor will be responsible for any additional shipping costs incurred.) PROGRAM NO. \_ \_\_\_\_ (BIDDER TO ATTACH SCHEDULE OF PRICES TO THIS BID FORM) Οſ JACKET NO.\_\_\_ \_\_\_\_\_\_ Rate \_\_\_\_\_ Additional \_\_\_\_ \_\_\_\_ percent, \_\_\_\_ Discounts are offered for prompt payment as follows: See Provision 12 "Discounts" in GPO Contract Terms (Pub. 310.2). Bidder hereby acknowledges amendment(s) number(ed) \_\_\_ In compliance with the above, the undersigned agrees, if this bid is accepted within \_\_\_\_ 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. Notice: Failure to provide a 60 day bid acceptance period may result in expiration of your bid prior to award. **COMPANY SUBMITTING BID** PERSON AUTHORIZED TO BID \_\_\_\_\_ Name \_\_\_ Company\_ \_\_ Title \_\_ \_\_\_\_State\_\_\_Zip\_\_\_\_Signature \_\_\_ GPO Contractor Code (if known) \_\_\_\_\_ Date \_ Telephone Number \_ Facsimile Number — Contracting Officer Review..... \_\_\_ Date\_\_\_\_ — Date — —Certifier —

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)

## Representations and Certifications

Exception to the certifications may render your bid nonresponsive. Submission of your bid without statement of exception shall constitute certification of the six items.

R-1. Small business. By submission of a bid, the bidder represents that the bidder Is a small business concern, unless the bid contains an affirmative representation that the bidder is not a small business concern.

R-2. Small Disadvantaged Business Concern. By submission of a bid, the bidder represents that the bidder is not a small disadvantaged business concern, unless the bid itself contains an affirmative representation that the bidder is a small disadvantaged business concern.

R-3. Women-Owned Small Business Concern. By submission of a bid, the bidder represents that the bidder is not a women-owned small business concern, unless the bid itself contains an affirmative representation that the bidder is a women-owned small

#### CERTIFICATIONS.

C-1. Covenant Against Contingent Fees. Submission of a bid without statement of exception shall constitute certification.

(a) The contractor warrants that no person or agency has been employed or retained to solicit or obtain a contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul the contract without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency" means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor pro-poses to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improp-

"Bona fide employee" means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee" means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government

"Improper influence" means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

C-2. Buy American Certification. Except as may be listed with the bid itself, the bidder certifies with the submission of a bid that each end product is a domestic end product (as defined in clause 37 "Buy American Act" in Contract Clauses), and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States. Any exception listed with the bid itself must list both the excluded end products and the country of origin of each.

C-3. Clean Alr and Water. Submission of a bid without statement of exception shall exceptive postficetine.

constitute certification.

(Applicable if the bid or offer exceeds \$100,000 or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413 (C) (1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or is not otherwise exempt.)

(a) Any facility to be utilized in the performance of the proposed contract has not been listed on the Environmental Protection Agency List of Violating Facilities.

(b) The Contracting Officer will be promptly notified, prior to award, of the receipt of any communication from the Director Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating

(c) Bidder will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

C-4. Certificate of independent Price Determination. Submission of a bid without statement of exception shall constitute certification.

(a) The offeror certifies that-

(1) The prices in the offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to(i) those prices; (ii) the intention to submit an offer; or (iii) the methods or factors used to calculate the prices offered.

(2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other

concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that

the signatory—

(1) Is the person in the offeror's organization responsible for determining the

prices being offered in the bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered

in the bid or proposal, and the title of his or her position in the offeror's organization];
(ii) As an authorized agent, does certify that the principals named in subdivision

(b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offer-

or must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

C-5. Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters (Jan. 1999). By submission of a bid-(a)(1) The offeror certifies, to the best of its knowledge and belief, that-

(i) The offeror and/or any of its principals-(A) Are not presently debarred, suspended, proposed for debarment, or

declared ineligible for the award of contracts by any Federal agency;
(B) Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, tax evasion, or receiving stolen property; and
(C) Are not presently indicted for, or otherwise criminally or civilly charged by

a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; own-

ers, partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the

United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous

when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under the solicitation. However, the certification with a determination of the offeror's responsibility.

ity. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror non-responsible. (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course

to exceed that which is normally possessed by a property person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from the solicitation for default.

ing from the solicitation for default.

C-6. Certification of Nonsegregated Facilities (Jan. 1999). Submission of a bid without statement of exception shall constitute certification.

(a) "Segregated facilities," as used in this provision, means any walting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By submission of an offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where is has obtained identical certifica-

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity

(2) Retain the certifications in the files; and
(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time peri-

### NOTICE TO PROSPECTIVE SUBCONTRACTORS OF **NONSEGREGATED FACILITIES**

A certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C.