



October 26, 2023

This is Amendment No. 2. The specifications in our invitation for bids on Program 2552-S, scheduled for opening at 11:00 a.m. Columbus, Ohio time on October 27, 2023, are amended as follows:

1. Change the bid opening date to October 31, 2023.
2. On page 15, under “**Printing of the Daily Beneficiary Notice Orders**” change the following:

Change from **Deemed Notices (Pub. # 11166 and 11166S):**

Item 1: The Notice letter prints face only in black ink. Face prints static and variable image.

To **Deemed Notices (Pub. # 11166 and 11166S):**

Item 1: The Notice letter, face prints variable and static and the back prints static image.

All other specifications remain the same.

If amendment is not acknowledged on bid, direct acknowledgement to:

U.S. Government Publishing Office
Northeast Region APS Team
infonortheast@gpo.gov

Amended bid or acknowledgement must be submitted using the method(s) specified in the solicitation for bid submission. Telephone or e-mail submission is not acceptable.

BIDDER MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT PRIOR TO BID OPENING. Failure to acknowledge receipt of amendment, by amendment number, prior to bid-opening time, may be reason for bid being declared nonresponsive.

MICHAEL J. SOMMER
Contracting Officer



October 13, 2023

This is Amendment No. 1. The specifications in our invitation for bids on Program 2552-S, scheduled for opening at 11:00 a.m. Columbus, Ohio time on October 27, 2023, are amended as follows:

1. On page 28, change from

IV. A.(a) 4,725
(b) 3,784
B.(a) 3,296

To

IV. A.(a) 4,413
(b) 4,096
B.(a) 3,955

All other specifications remain the same.

If amendment is not acknowledged on bid, direct acknowledgement to:

U.S. Government Publishing Office
Northeast Region APS Team
infonortheast@gpo.gov

Amended bid or acknowledgement must be submitted using the method(s) specified in the solicitation for bid submission. Telephone or e-mail submission is not acceptable.

BIDDER MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT PRIOR TO BID OPENING. Failure to acknowledge receipt of amendment, by amendment number, prior to bid-opening time, may be reason for bid being declared nonresponsive.

Sincerely,

WILLIAM M. LANSKY
Contracting Officer

U.S. GOVERNMENT PUBLISHING OFFICE
Northeast Region
GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS
For the Procurement of
Daily Beneficiary and Miscellaneous Notices
as requisitioned from the U.S. Government Publishing Office (GPO) by the
Department of Health & Human Services, Center for Medicare & Medicaid Service
Single Award

TERM OF CONTRACT: This contract contains an Initial Testing Period and a Production Term of Contract.

INITIAL TESTING PERIOD: The Initial Testing Period begins Date of Award and ending **November 30, 2023**. The Initial Testing Period allows for both Security Clearance Provisions “[SECTION 5. – CMS SECURITY SPECIFICATIONS](#)”, starting on page 33 and [Initial Testing](#), see page 11.

TERM OF CONTRACT: The term of this contract is for the period beginning Date of Award and ending **November 30, 2024**, plus up to 4 optional 12-month extension period(s) that may be added in accordance with the “*OPTION TO EXTEND THE TERM OF CONTRACT*” clause in Section 1 of this contract.

BID OPENING: Bids shall be opened at 11:00 a.m., prevailing Columbus, Ohio time **October 27, 2023**.

BID SUBMISSION: Bidders MUST submit email bids to bidsnortheast@gpo.gov for this solicitation. No other method of bid submission will be accepted at this time.

The company name, 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. prevailing Columbus, Ohio time on the bid opening date specified above will not be considered for award.

Special attention is directed to the bid submission provisions under “[Additional Emailed Bid Submission Provisions](#)” on **page 13**.

BIDDERS PLEASE NOTE: Formerly Program 3562-S. Significant revisions have been made. Bidders are cautioned to familiarize themselves with all provisions of this contract before bidding.

Abstract for Program 3562-S available on GPO Web Site at
<https://www.gpo.gov/how-to-work-with-us/vendors/contract-pricing>

LEGAL DISCLAIMER: Product names are the trademarks of the respective companies and do not indicate endorsement by the U.S. Government.

For information of a technical nature call Russell Woodmancy at (614) 488-4616, ext. 8 (No collect calls).

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 Pub. 310.2, effective December 1, 1987 (Rev. 01/18)) and GPO Contract Terms, Quality Assurance through Attributes Program for Printing and Binding (GPO Pub. 310.1, effective May 1979 (Rev. 09/19)).

- **GPO Contract Terms (GPO Publication 310.2) –**
<https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/contract-terms-01-18.pdf>
- **GPO QATAP (GPO Publication 310.1):**
<https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/qatap.pdf>
- **More GPO Publications can be found at:**
<https://www.gpo.gov/how-to-work-with-us/vendors/forms-and-standards>

REGULATIONS GOVERNING PROCUREMENT

The U.S. Government Publishing Office (GPO) is an office in the legislative branch of the United States Government. Accordingly, the Federal Acquisition Regulation is inapplicable to this, and all GPO procurements. However, the text of certain provisions of the Federal Acquisition Regulation as contained in the Code of Federal Regulations (CFR), are referenced in this solicitation. The offeror should note that only those provisions of the Federal Acquisition Regulation which are specifically incorporated by reference into this solicitation, are applicable.

SUBCONTRACTING

The predominant production functions are as follows:

- downloading TIBCO record files from TIBCO Mailbox, or at Government's option record files pushed to the contractor's sFTP site.
- manipulating record data,
- variable print imaging from record files,
- preparation for mailing, includes all variable data items (PII) (folding, inserting, sorting, etc.)
- and delivery to USPS mailing facility.

The above stated predominant production functions CANNOT be subcontracted. The contractor may use a subcontractor for all other items, including printing of static image from static data which is not considered part of the predominant production functions. Bidder who must subcontract any of the predominant production functions may be declared non-responsible.

The contractor shall be responsible for enforcing all contract requirements outsourced to a subcontractor.

SECURITY

The contractor awarded this contract will be in custody of Government owned material considered Personally Identifiable Information (PII). See "[SECTION 5. – CMS SECURITY SPECIFICATIONS](#)" beginning on page 33, for security requirements of this contract. The Government may conduct on-site unannounced, randomized Security inspections at any time.

NOTE: Personally Identifiable Information (PII) 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, *Safeguarding Against and Responding to the Breach of Personally Identifiable Information* (May 22, 2007)).

CMS Acceptable Risk Safeguards for TIBCO transmissions: Low Security Impact Level.

Data Custodians: If any PII is to be forward to additional contractor-owned and/or controlled facilities, all security requirements in this contract apply to those facilities (all parties involved). The contractor’s project manager may be required to appoint up to two Data Custodians at each facility and may be required to have them complete an Addendum to Data Use Agreement (DUA). Note, it is allowable to have the same Data Custodians for multiple facilities as long as work performed is within secure firewall during date of PII transmission. The contractor’s project manager must collect and submit completed forms as required to CMS before any PII may be sent to that facility.

TIBCO defined: Each Print Order will have a separate TIBCO digital file and stored in a secure TIBCO Mailbox. TIBCO digital files contain record data for each individual. Each record contains fields for the contractor to generate variable imaging content, filter or sort. The record fields contain but not limited to the following: names, mailing addresses, and identification numbers.

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 Z 1.4):

- (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:

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	Proofs/Prior to Production Samples and/or Production Inspections

WARRANTY

Contract Clause 15, "Warranty", of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 01-18)) is amended for the solicitation to the effect that the warranty period is EXTENDED from 120 days to one calendar year from the date the check is tendered as final payment. All other provisions remain the same.

OPTION TO EXTEND THE TERM OF 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 (November 30, 2028)** including, any extension(s) added under this clause. Further extension may be negotiated under the “*EXTENSION OF TERM OF CONTRACT*” clause. See also “*ECONOMIC PRICE ADJUSTMENT*” for authorized pricing adjustment(s).

EXTENSION OF TERM OF CONTRACT

Notwithstanding the above paragraph, 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 (date), 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 three (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 **August 31, 2023**, 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.

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

PAPER PRICE ADJUSTMENT

Paper prices charged under this contract will be adjusted in accordance with “Table 9 - Producer Price Indexes and Percent Changes for Commodity Groupings and Individual Items” in Producer Price Indexes report, published by the Bureau of Labor Statistics (BLS), as follows:

1. BLS code 0913 for “All Paper” will apply to all paper required under this contract.
2. The applicable index figures for the month of **November 2023** will establish the base index.
3. There shall be no price adjustment for the first three months of the contract.
4. Price adjustments may be monthly thereafter, but only if the index varies by an amount (plus or minus) exceeding 5% by comparing the base index to the index for that month which is two months prior to the month being considered for adjustment.
5. Beginning with order placement in the fourth month, index variances will be calculated in accordance with the following formula:

$$\frac{X - \text{base index}}{\text{base index}} \times 100 = \text{___}\%$$

where X = the index for that month which is two months prior to the month being considered for adjustment.

6. The contract adjustment amount, if any, will be the percentage calculated in 5 above less 5%.
7. Adjustments under this clause will be applied to the contractor's bid price(s) for line items(s) under “IV. STOCK/PAPER” in the Schedule of Prices and will be effective on the first day of any month for which prices are to be adjusted.

The Contracting Officer will give written notice to the contractor of any adjustments to be applied to invoices for orders placed during months affected by this clause.

In no event, however, will any price adjustment be made which would exceed the maximum permissible under any law in effect at the time of the adjustment. The adjustment, if any, shall not be based upon the actual change in cost to the contractor, but shall be computed as provided above.

The contractor warrants that the paper prices set forth in this contract do not include any allowance for any contingency to cover anticipated increased costs of paper to the extent such increases are covered by this 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.

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.

Attending the preaward survey will be representatives from the Government Publishing Office (GPO) and/or the Centers for Medicare and Medicaid Services (CMS).

Financials: 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(s)
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 Preaward Survey will include a review of any subcontractors involved, along with their specific functions; and the contractor’s/subcontractor’s, personnel, data handling, production, security and other requirements outlined in “[SECTION 5. - CMS SECURITY SPECIFICATIONS](#)” starting on page 33.

Attending the preaward survey will be representatives from the Government Publishing Office (GPO) and/or the Centers for Medicare and Medicaid Services (CMS). The Government reserves the right to conduct post-award surveys of the same nature as needed.

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 **Date of Award through November 30, 2024** 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 requirement 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.

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.

The Government may issue orders which provide for shipment/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 in accordance with the “*Ordering*” clause of this contract.

SUBMISSION OF PRODUCTION PLAN: After the bid opening, the Production Plan to be submitted within 3 workdays of government’s request. Production Plan to cover the following: Primary and Redundant Facility, Security Plan, Cyber Security, Production Capabilities, and Quality Assurance Plan for evaluation.

The proposed plan is subject to government approval. The “*Production Plan*” to be resubmitted and indicating any updates/revisions prior to the government exercising the “*Option to Extend the Term of Contract*”.

PRIMARY AND REDUNDANT FACILITY PLAN: The contractor must have two or more owned/controlled facilities that have the capability to perform all the predominant production requirements of the contract. The plan shall provide for continuous production, as well as back-up facilities, if for any reason(s) (act of God, labor disagreements, power grid and backup power, machine maintenance downtime, etc.) a production facility is impacted such that it is unable to meet all the requirements of the contract. The back-up facilities, equipment, and personnel must be established and operational prior to award.

Failure to have a back-up facility may result in a non-responsible determination.

Production Facilities and Personnel Plan: The following information for all contractor and subcontractor production facilities that will be used for this project shall be provided:

- Company Name
- Plant Name
- Street Address
- List of names of Contact Personnel and positions that are directly involved in meeting the contract production requirements.
 - Contact Person’s Telephone Numbers (Office and Cellular)
 - Contact Person’s e-mail address
- Plant and Project Manager’s Name(s) (for each shift)
- Plant and Project Manager’s Telephone Numbers (Office and Cellular)
- Plant and Project Manager’s e-mail Address(es)
- Number of offset presses, digital imaging printers, binding and inserting lines that will be used to produce item(s) for this contract. Indicated manufacturer and model number(s) of equipment.

SECURITY PLAN: The following list to be included in the Data Security Plan but not limited to these. Additional information may be required after review of Production Plan.

1. Plant and Office Physical Security System
2. Security
 - a. Section 5. – CMS Security Specifications
3. Cyber Security
 - a. Cybersecurity measures to mitigate risks
 - i. Hardware Network
 - ii. Software
 1. Computer virus and threat protection plan and maintain records of weekly virus scan reports.
 2. Data Encryption
 3. Secure Access
 4. Assessment for Security Capabilities
 - iii. Social Engineering
 - b. Cybersecurity review of systems and training

SECURITY: The contractor awarded this contract will be in custody of government owned material considered Personally Identifiable Information (PII). See “[SECTION 5. – CMS SECURITY SPECIFICATIONS](#)” beginning on page 33, for security requirements of this contract. The government may conduct on-site unannounced, randomized Security inspections at any time.

Cyber Security: Contractor to implement cybersecurity protocols. [Request for Information about Evaluating and Improving Cybersecurity Resources: The Cybersecurity Framework and Cybersecurity Supply Chain Risk Management | NIST](#)

PRODUCTION CAPABILITIES: Overview of how the primary and redundant facilities work with any subcontractors to meet contract requirements. Also, explain in summary, the procedures and time it takes, if an emergency requires the redundant facilities to replace the primary to meet the contract requirements. At a minimum to include the following:

- Data Processing of TIBCO records and Mail Preparation
- Production Equipment used for this contract and capabilities at prime location and redundant location.
- Contractor to show they have the production capability to be able to meet production schedule at both the primary and redundant locations:
 - Material Handling and Inventory Control Plan
 - Equipment Maintenance
 - Personnel, responsibility, authority, and function
- Contagion disease contingency plan.

QUALITY ASSURANCE PLAN: By submission of the bid, the contractor agrees to maintain a quality system in addition to GPO Quality Assurance Levels and Standards. The contractor shall initiate, prior to start-up and maintain throughout the life of this contract a Quality Assurance Plan.

The plan to meet all requirements of this contract during each operational phase of production. Plan should be in written and digital form for contractor’s employees, CMS and GPO.

For each location, the names of all quality assurance personnel and a description of the inspections that will be performed as well as the records that will be maintained to document these activities.

A. Material Handling and Inventory Control Plan

Contractor required to explain in detail how the following materials will be handled at the primary and back-up facilities: incoming raw materials; incoming subcontractor products (i.e. envelope construction); work-in-process materials; quality control inspection materials; USPS inspection materials; and all outgoing materials cleared for USPS pickup/delivery.

B. Production Plan

The contractor shall present the detailed plans for each of the following activities:

- 1) Data Processing
- 2) Printing/Imaging and Inserting
- 3) Verification of Production and Mailing
- 4) Technical Support

The production plans are to include the equipment to be used during each phase of production. These plans are subject to review and approval by the Government and award will not be made prior to approval of same.

1) Data Processing

Contractor will be required to submit plans describing the data processing workflow, including timeline, personnel, and diagram of room layout with physical security safeguards, and equipment required to complete all data processing.

Data Reconciliation: Contractor will be required to download notices, check for viability of files and their compatibility with Notice Format instructions. Contractor will also be required to run CASS and NCOA certifications, see “*CASS and NCOA Certification Files*” on page 24.

Unique Identification Number: Contractor will be required to create unique identifying numbers (Contractor Furnished Unique ID) to track each notice through entire production process, thereby providing 100% accountability.

Before award, contractor will be required to submit Contractor’s Furnished Unique Identification Number sequential numbering format (job ID and piece ID) along with the scan code (2D Code, bar code, etc.) to be used for the Contracting Officer’s approval. The Unique Identification Number to be part of the scan code. Scan code must be on all pages that contain variable images.

If required by the Government, the contractor will be required to create a test sample totaling 100 notices. This test must have the Contractor Furnished Unique ID and must be produced on each of the Daily Beneficiary Notices. The contractor will generate a list of the unique identifying numbers for each sample. As samples are pulled, their unique number will be marked off the list. This enables the contractor to track which samples have been produced and pulled and what records have been produced.

Those samples, along with the unique numbers, are to be processed and mailed directly to HHS/CMS; 7500 Security Blvd., SL 12-18; Baltimore, MD 21244-1850; Attn: Mark Rydberg.

2) Printing/Imaging and Inserting

Contractor will be required to submit plans describing the printing/imaging production phase and inserting production phase for data processing workflow, including timeline and personnel and equipment required to complete all printing/imaging and inserting.

3) Verification of Production and Mailing

Contractor must have a tracking process (defined below) providing 100% accountability of production and mailing to determine that the data from the original print file is in the correct envelope with the correct number of pages. Notices 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.

Tracking Process: 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. These initiated reprints to be retained in a reprint report.

All reports must be retained in electronic form for the life of the contract and must be made available to the Government for auditing of contractor performance upon request. Report showing all records received date with corresponding Print Order number and when record processed and mailed. If record not mailed, the report states the reason the record was not mailed.

Notice integrity shall be defined as follows:

- Each notice shall include all pages (and only those pages) intended for the designated recipient as contained in the print files received from CMS.
- The contractor's printing process must have automated systems which can detect all sync errors, stop printing when detect, and identify, remove, and reprint these notices.

Mailing integrity shall be defined as follows:

- All notices received from CMS for each file date were printed, inserted, and entered correctly into the United States postal system.
- The contractor is responsible for providing the automated inserted notice tracking/reporting systems and processes required to validate that 100% of all notices received from CMS were printed, all pages for each notice are accounted for, inserted, and mailed correctly.

Automated System: The contractor's inserting equipment must have automated systems that include scanning technology capable of uniquely identifying each notice and corresponding notice leaves within each individual file. Including:

- (a) **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 (only one individual per mail piece) was produced and inserted. Thereby, ensuring when multiple leaves that have individual variable imaging on them (match print), that these leaves are collated properly for insertion into an envelope. 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.
- (b) **Touch and Toss:** All spoilage, diverted, mutilated, or mail pieces that are 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. *Exception* - Intentionally diverted pieces due to a requirement for a product, which cannot be intelligently inserted and requires manual insertion such as a publication, can be sealed, re-scanned and placed back into production. These must be programmed diverts and sent to a separate bin for processing to ensure they are not mixed with other problem diverts and logged into the automated system as such.
- (c) **Exit Scanning:** A camera system must be mounted just after the insertion equipment. This camera system must read a unique identification code through the window of each mail piece and capable of identifying and reporting all missing notices that were lost or spoiled during production for each individual file. 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 and verification that all leaves are accounted for and divert any suspect product. During exit scanning, if a sequence number is missing, the notice 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.
- (d) **Reconciliation:** All notices and the amount of correct finished product must be electronically accounted for after insertion using the automated system that is independent of the inserting equipment as well as independent of the operator. The sequence numbers, for each file, must be reconciled; considering 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.
- (e) Generate a new production file for all missing, diverted or mutilated notices (reprint file).

4) Technical Support

The contractor must have a highly trained technical support staff available around the clock (24 hours/7days a week) to solve any mechanical and electrical malfunctions, plus staff and adequate telephone service to receive without interruption the transmission of any electronic media required between 8:00 a.m. Monday through midnight Friday, Eastern Time Zone.

Contractor must also have on site, a spare parts inventory and on call technicians to avoid any delay in producing orders under this contract plus a Program Manager assigned to the project with designated backup so that a single point of contact will be available to answer any questions which may arise.

C. 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 Quality Control Plan is a second layer of oversight to B. Production Plans for “2) *Printing/Imaging and Inserting*” and “3) *Verification of Production and Mailing*”.

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.

Quality Control Personnel: The plan should include an organizational structure (organization chart) of each employee's responsibilities as it relates to quality control.

Material Receiving: The plan should specify how the material received is tested to ensure that the materials meet the requirements of this contract. Materials such as but not limited to the following: ink, paper, shipping boxes as well as products from a supplier such as envelopes.

Corrective Action: Person or group of individuals responsible for solving quality problems when they occur, and procedures used to find a solution that will prevent the recurrence of the specified quality problem detected.

Reporting: 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 documenting the quality control inspections performed on each run. The quality control plan must account for the number of pieces mailed daily.

Quality Control Samples

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 should include the sampling interval the contractor intends to utilize. The contractor will be required to create a quality control sample to be drawn from the production stream:

- Sample will be drawn, inspected, and retained as part of the contractor's quality assurance records.

The plan shall detail the actions to be taken by the contractor when defective, missing, or mutilated items are discovered. These actions must be consistent with the requirements found in GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 01/18)).

The plan shall monitor all aspects of the job including material handling and mail flow, to assure that the production and delivery of these notices 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. All quality control samples must be produced at no additional cost to the Government.

Mailing

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 Manual and International Manual 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.

INITIAL TESTING

The contractor awarded the contract shall be required to demonstrate their ability to retrieve TIBCO electronic files.

Access to TIBCO mailbox: Immediately after award, the contractor must submit two (one primary user, and one back-up user) completed “*APPLICATION FOR ACCESS TO CMS COMPUTER SYSTEMS*” Form CMS-20037. The contractor must complete Section 2, User Information on page 1, and the Applicant’s Information on page 3 of this Form at the following internet link:

<http://www.cms.hhs.gov/InformationSecurity/Downloads/EUAccessform.pdf>

Note, it may take up to 20 working days to complete set up of the new TIBCO mailbox for access.

Please note that the Applicant’s Social Security Number must be provided in order to receive a USER ID and gain access to CMS’ computer systems. Corporate Tax Identification Numbers are not accepted in lieu of individual SSN’s. The contractor must reapply for access every 12 months during the term of the contract.

Return completed form to: HHS/CMS; 7500 Security Blvd., SL 12-18; Baltimore, MD 21244-1850; Attn: Mark Rydberg. The contractor is encouraged to use FedEx Overnight service. Packages delivered by other methods may not be timely received or delivered to the appropriate CMS personnel.

POST-AWARD TELEPHONE CONFERENCE

Telephone conference between contractor and the Government (CMS and GPO) is required, unless waived by the Government. The purpose of the conference will be to discuss and review all aspects of the contractor’s production plan and to establish coordination of all internal and external operations required to complete the contract and for agency to determine the appropriate level of security investigation.

POST-AWARD TEST

In order to pass the Post-Award Test, the contractor must successfully print (static and variable images) all the items required in these specifications at the required quality level. The Government reserves the right to waive the Post-Award Test for some or all the items if there is evidence that, in the opinion of the Contracting Officer, indicates that the contractor being considered for award has the capability to successfully produce the item(s) required.

The Post-Award Test requirements shall be produced at no additional charge to the Government. The Post-Award Test will consist of the following:

- 1) Variable Data Test,
- 2) Static Image Proof Test,
- 3) Live Variable Data Sample Test, and
- 4) Prior-to-Production Sample Test.

1) Variable Data Test: Unless waived by the Government, 2 workdays after receipt of data files (data files sent via e-mail or to contractor's sFTP site), the contractor to submit Post-Award Test samples. Post-Award Test samples consist of 50 randomly selected samples saved in PDF format of the items that contain variable data to be ordered under this contract.

Contractor must also submit the corresponding source data files (also known as a “*data dump*”). Test samples must show the correct variable data information taken from the furnished test files in accordance with the Data Layout Sheet.

In addition, the contractor will be required to provide data programming as required to accomplish the Variable Imaging as defined under “*Printing/Imaging*” on page 22. E-mail the PDF test samples to Mark Rydberg at mark.rydberg@cms.hhs.gov

2) Static Image Proof Test: Within 5 workdays after receipt of the Government Furnished Property (via e-mail or to contractor's sFTP site), contractor shall submit PDF “*Soft*” proofs to the Government. Proofs shall be produced and submitted in accordance with the requirements listed hereafter under “*Proofs*” on page 21. E-mail the PDF “Soft” Proofs to Mark Rydberg at mark.rydberg@cms.hhs.gov

3) Live Variable Data Sample Test: Immediately after approval of the Variable Data Test, and prior to production of the Prior-to-Production Sample Test, the contractor shall be required to perform a Live Variable Data Sample Test using 50 live data records placed by CMS in the TIBCO mailbox and downloaded by the contractor's representatives who have been granted access to the TIBCO mailbox. The data sample will also include address library data.

Within 5 workdays after receipt of Variable Data Test approval, the contractor will be required to submit 50 Live Data Samples of all variable data of each package and card sets, including **Unique Identification Number**. Contractor must perform a production run per specifications as if these were live orders; however, contractor must pack completed items and assemble per each package and card set in a shipping container and deliver via overnight courier (i.e.: FedEx Next Day) to: HHS/CMS; 7500 Security Blvd., SL 12-18; Baltimore, MD 21244-1850; Attn: Mark Rydberg.

4) Prior-to-Production Samples: These samples contain both variable image and static image printing inserted into envelopes (not sealed). **Within 5 workdays** after receipt of the Live Data Sample Test approval, contractor shall submit 100 sets of the Daily Beneficiary Weekly Notices, these Prior-to-Production Sample Test sets to deliver via overnight courier (i.e.: FedEx Next Day) to: HHS/CMS; 7500 Security Blvd., SL 12-18; Baltimore, MD 21244-1850; Attn: Mark Rydberg.

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

The package must be marked “*PRE-PRODUCTION SAMPLES DO NOT DELAY*”; and must include the GPO jacket number, program, dept. requisition number, and title.

Manufacture of the final product prior to approval of the prior-to-production samples is at the contractor's risk. Samples will not be returned to the contractor. All samples shall be manufactured at the facilities in which the contract production quantities are to be manufactured.

Results – Post-Award Test: The Variable Data Test, Proof Test, Live Data Sample Test and Prior-to-Production Sample Test produced during the Post-Award Test will be checked for adherence to all specifications. The Government will approve, conditionally approve, or disapprove these test proofs and samples **within 3 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 these copies are disapproved by the Government due to printer's errors, the Government may require the contractor to submit additional copies for inspection and testing, in the time and under the terms and conditions specified in the notice of disapproval. Such additional copies shall be furnished, and necessary changes made, at no additional cost to the Government.

In the event these additional copies are disapproved by the Government due to printer's errors, the contractor may 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.

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. E-mails 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 prior to bid opening. GPO will use the prevailing Columbus, Ohio time 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

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 invoicing. Instruction for using this method can be found at the following web address:

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

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

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

In addition to the payment voucher submitted to GPO for billing, the contractor is required to e-mail to Mark Rydberg at mark.rydberg@cms.hhs.gov a copy of the GPO voucher and mailing statements for each Print Order within five workdays after mailing has been completed by the contractor.

NOTE: Contractor's billing invoice must be itemized in accordance with the line items in the "SECTION 4. - SCHEDULE OF PRICES."

SECTION 2 – SPECIFICATIONS

SCOPE: These specifications cover the production of various multiple letters into envelopes that require such operations as programming of variable data, printing variable and static images, collating, folding, insertion, and mailing.

TITLE: Daily Beneficiary and Miscellaneous Notices

Specifications apply equally to all Notices unless otherwise noted.

TRIM SIZES

Letters: 8-1/2 x 11”

Envelopes: 4-1/8 x 9-1/2” (No. 10)

DAILY BENEFICIARY NOTICE PACKAGES:

The following Titles/Pub Numbers in Table One will be placed on the same Print Order. The quantities listed are the anticipated weekly totals of daily record files for each Title called “*Daily Beneficiary Notices*”.

Contact to produce and mail within one workday of receipt of daily data files. See “*SCHEDULE*” for when more time is allowed.

Each Title has a unique English and Spanish printed version. The English and Spanish versions print/image on the same type of paper for each Title. The Title Publication Number followed by “S” will be for the Spanish version.

The quantity number ranges and averages below are a representation of the weekly orders that have been placed in the past and only an approximation of what to expect during the term of the contract.

Daily Beneficiary Notice Packages Title and Publication Numbers		Weekly Approximate Quantities		Letters for each of the Notice Packages	
		Range	Average	Item Names	Paper Color
A.	Auto Enrollment 11154 & 11154S	0 to 24,000	3,000	1. Notice 2. Q & A 3. Nondisc	1. Yellow 2. Yellow 3. White
B.	Deemed 11166 & 11166S	15,168 to 106,100	29,000	1. Notice 2. Nondisc	1. Violet 2. White
C.	Full Facilitated Enrollment 11186 & 11186S	0 to 20,000	3,000	1. Notice 2. Q & A 3. Nondisc	1. Green 2. Green 3. White
D.	Auto Enrollment Retroactive 11429 & 11429S	0 to 33,200	11,000	1. Notice 2. Q & A 3. Nondisc	1. Yellow 2. Yellow 3. White
E.	Retroactive Reassignment 12053 & 12053S	0 to 36,000	6,000	1. Notice 2. Nondisc	1. Yellow 2. White
F.	Partial Facilitated Enrollment 11191 & 11191S	0 to 1,200	130	1. Notice 2. Q & A 3. Nondisc	1. Green 2. Green 3. White
G.	Full Dual Retiree Drug Subsidy (RDS) 11334 & 11334S	0 to 10	3	1. Notice 2. Nondisc	1. White 2. White

Table One

Printing of the Daily Beneficiary Notice Orders: Camera copy for each notice letter may change on a monthly basis. The Questions & Answers (Q&A) letter and Nondiscrimination letter is expected to change on a yearly basis.

A. Auto Enrollment Notices (Pub. # 11154 and 11154S):

- Item 1: The Notice letter prints face and back in black ink. Face prints static and variable image. The Medicare Drug Plan prints on the back in static and variable image which includes a state/region specific plan chart, up to 34 specific states/regions.
- Item 2: The Questions & Answers (Q&A) letter prints face and back in black ink. Face and back print static image.
- Item 3: Nondiscrimination letter prints face and back in black ink. Face and back print static image.
- Item 4: Envelopes print face and back (after construction) in black ink.

B. Deemed Notices (Pub. # 11166 and 11166S):

- Item 1: The Notice letter prints face only in black ink. Face prints static and variable image.
- Item 2: Nondiscrimination letter prints face and back in black ink. Face and back print static image.
- Item 3: Envelopes print face and back (after construction) in black ink.

C. Full Facilitated Enrollment Notices: (Pub. # 11186 and 11186S):

- Item 1: The Notice letter prints face and back in black ink. Face prints static and variable image. The Medicare Drug Plan prints on the back in static and variable image which includes a state/region specific plan chart, up to 34 specific states/regions.
- Item 2: The Questions & Answers (Q&A) letter prints face and back in black ink. Face and back print static image.
- Item 3: Nondiscrimination letter prints face and back in black ink. Face and back print static image.
- Item 4: Envelopes print face and back (after construction) in black ink.

D. Auto Enrollment Notices Retroactive (Pub. # 11429 and 11429S):

- Item 1: The Notice letter prints face and back in black ink. Face prints static and variable image. The Medicare Drug Plan prints on the back in static and variable image which includes a state/region specific plan chart, up to 34 specific states/regions.
- Item 2: The Questions & Answers (Q&A) letter prints face and back in black ink. Face and back print static image.
- Item 3: Nondiscrimination letter prints face and back in black ink. Face and back print static image.
- Item 4: Envelopes print face and back (after construction) in black ink.

E. Retroactive Reassignment Notices (Pub. # 12053 and 12053S):

- Item 1: The Notice letter prints face only in black ink. Face prints static and variable image.
- Item 2: Nondiscrimination letter prints face and back in black ink. Face and back print static image.
- Item 3: Envelopes print face and back (after construction) in black ink.

F. Partial Facilitated Enrollment Notices: (Pub. # 11191 and 11191S):

- Item 1: The Notice letter prints face and back in black ink. Face prints static and variable image. The Medicare Drug Plan prints on the back in static and variable image which includes a state/region specific plan chart, up to 34 specific states/regions.
- Item 2: The Questions & Answers (Q&A) letter prints face and back in black ink. Face and back print static image.
- Item 3: Nondiscrimination letter prints face and back in black ink. Face and back print static image.
- Item 4: Envelopes print face and back (after construction) in black ink.

G. Full Dual Retiree Drug Subsidy (RDS) Notices (Pub. # 11334 and 11334S):

- Item 1: The Notice letter prints face and back in black ink. Face prints static and variable image. The Medicare Drug Plan prints on the back in static and variable image which includes a state/region specific plan chart, up to 34 specific states/regions.
- Item 2: Nondiscrimination letter prints face and back in black ink. Face and back print static image.
- Item 3: Envelopes print face and back (after construction) in black ink.

RANDOM NOTICE ORDERS:

Title and Publication Numbers	The anticipation is that these orders will be placed a few times per year.	English on Face and Spanish on Back, When ordered		Letters	
		Range	Average	Item Names	Paper Color
Equitable Relief 11646 E/S		1 to 1,000	50	1. Notice 2. Nondisc	1. White 2. White

Table Two

Equitable Relief (11646 E/S):

- Item 1: The Notice letter is a four-page letter (English on odd pages and Spanish on even pages) in black ink. Page 1 prints static and variable image, print balance of pages in static image only.
- Item 2: Nondiscrimination letter prints face and back in black ink, static image only.
- Item 3: Envelopes print face and back (after construction) in black ink.

RANDOM NOTICE ORDERS - Continued

Title and Publication Numbers	If ordered, Print Order is generally issued during this month(s)	English		Spanish		Letter
		Range	Average	Range	Average	Paper Color
Change of Co-Pay 11199 & 11199S	September or October	300,000 to 500,000	350,000	10,000 to 30,000	10,000	1. Salmon 2. White

Table Three

Change of Co-Pay Notices (Pub. # 11199 & 11199S):

- Item 1: The Notice letter prints face only in black ink. Face prints static and variable image.
- Item 2: Nondiscrimination letter prints face and back in black ink, static image only.
- Item 3: Envelopes print face and back (after construction) in black ink.

RANDOM NOTICE ORDERS - Continued

Title and Publication Numbers	If ordered, Print Order will generally be issued during this month(s)	English on Face and Spanish on Back		Letters for each of the Notice Packages	
		Range	Average	Item Names	Paper Color
Non-Renewal 11433	November or December	80,000 to 160,000	130,000	1. Notice 2. Nondisc	1. White 2. White
Non-Renewal 11438	November or December	4,000 to 20,000	7,000	1. Notice 2. Nondisc	1. White 2. White
Non-Renewal Reminder 11452	January	10,000 to 35,000	20,000	1. Notice 2. Nondisc	1. White 2. White
MA Reassignment 11443	October	20,000 to 125,000	70,000	1. Notice 2. Drug Plan 2. Nondisc	1. Blue 2. Blue 3. White

Table Four

Non-Renewal Notices (Pub. # 11433):

- Item 1: The Notice letters print face (in English) and back (in Spanish) in black ink. Face and back print static and variable image.
- Item 2: Nondiscrimination letter prints face and back in black ink, static image only.
- Item 3: Envelopes print face and back (after construction) in black ink.

Non-Renewal Notices (Pub. # 11438):

- Item 1: The Notice letters print face (in English) and back (in Spanish) in black ink. Face and back print static and variable image.
- Item 2: Nondiscrimination letter prints face and back in black ink, static image only.
- Item 3: Envelopes print face and back (after construction) in black ink.

Non-Renewal Reminder Notices (Pub #11452):

- Item 1: The Notice letter prints face (in English) and back (in Spanish) in black ink. Face and back print static and variable image.
- Item 2: Nondiscrimination letter prints face and back in black ink, static image only.
- Item 3: Envelopes print face and back (after construction) in black ink.

MA Reassignment Notices (Pub. # 11443):

- Item 1: The Notice letter prints face and back in black ink. Face and back print static and variable image.
- Item 2: The Medicare Drug Plan prints face only in black ink. Face prints static and variable image which includes a state/region specific plan chart, up to 34 specific states/regions.
- Item 3: Nondiscrimination letter prints face and back in black ink, static image only.
- Item 4: Envelopes print face and back (after construction) in black ink.

MISCELLANEOUS NOTICE PACKAGES

Medicare Miscellaneous Notice Letters			
Leaves Combined	Approximate Number of Orders per Year	Range	Average
Single Leaf, printing Face only or Face and Back	6	40 to 2,000	1,000
Single Leaf, printing Face only or Face and Back	1	2,001 to 40,000	4,000
Single Leaf, printing Face only or Face and Back	1	40,001 to 600,000	500,000
3 to 6 pages, 2 to 3 leaves, printing face and back	1	25,000 to 200,000	150,000

Table Five

Normally the paper for Miscellaneous Notice letters will be all white or the same color paper per order. Some orders may have a combination of different colors of paper that are inserted into a single mail piece envelope.

Some orders may have up to 16 different image letters place with varying quantities.

Static and Variable Image Notice Letters, Face (page one) prints black variable image. Balance of page(s) maybe static and/or variable image (English or Spanish) in black ink.

ENVELOPES

The following applies to all Notices:

Stock/Paper: White Writing Envelope, basis weight: 24 lbs. per 500 sheets, 17 x 22”, equal to JCP Code V20. **EXCEPTION:** Contractor’s option for 28 lbs. per 500 sheets, all other specifications shall be maintained.

Printing Envelopes: Print static image on face and back in black ink. Face prints return address in upper left corner, First-Class Mail postage and fees paid permit imprint in upper right corner and one line of type. Only the flap of envelope prints on the back in black ink. Center on the flap, four typelines and one rule with an overall image size of 1-3/4 x 1”. Follow furnished copy. The same camera copy will be used for all the notices on this contract.

Address placement, format, and fonts must be consistent with current U.S. Postal Service (USPS) Address Quality Standards, and in accordance with appropriate USPS rules and regulations including USPS Domestic Mail Manual (DMM) and International Mail Manual (IMM) in effect at the time of mailing. The type of font must be one of the USPS accepted and verified MLOCR readable type. Position of all elements per furnished copy, no bleeds.

To assure the mailing qualifies for all automation discounts, meets USPS mail quality standards and prevent delays in processing, the color of the enrollment notice paper and ink used to address the mail piece to meet all USPS mail acceptance/automation requirements for reflectance and print contrast.

Security Tint: Print design or tint envelope on the inside (back - before manufacture) in black or blue ink at contractor's option, lining is not acceptable. Security tint extends into ungummed area of flap. Contractor may use his own design for security tint; however no proprietary tints or company logos are permitted. Contractor must guarantee that the product will ensure complete opacity and prevent show through of any material contained therein. Contractor to ensure security tint ink used will not transfer onto enclosed materials if the envelope becomes wet.

Envelope Construction: Envelope to be open side with side seams and a fully gummed flap. Face of envelope to have an approximately 1-3/8 x 4-1/4" die-cut window positioned 3/4" from left and 3/4" from bottom to allow imaged addresses on letter to show through window when it is folded and inserted. Contractor to determine exact size and position of window.

Window must be sized to accurately display up to seven lines of address, IMb barcodes and meet all applicable USPS machinable mail/addressing standards.

Window covering, to be a transparent (clear polystyrene or clear glassine material) and securely glued on all inside edges so as not to interfere with insertion of contents and be in accordance with all applicable USPS requirements for automated equipment.

The contractor has an option of keeping additional envelope inventory on hand, see "*Preprinting of Static Images of Items*" on page 22.

GOVERNMENT TO FURNISH

Media: The contractor must be able to send and receive electronically transmitted data via Secure File Transfer Protocol (sFTP). The medium used by the contractor must have the capability to compare records received with records sent, verifying a complete transmission.

Government to furnish notices and a count file of total notices and images provided to the contractor.

Furnished files contain different notice types and mixed page counts. Contractor to reconcile daily counts with production volumes.

Data Files will be furnished by EFT, MFT/GIS-compatible secure File Transfer Protocol Client (sFTP), Internet Explorer 10.0 or above. A /TIBCO MFT access will be setup by CMS to provide contractor access to data files. See Section 5 – CMS Security Specifications for information regarding access to the TIBCO files.

Platform: Microsoft's Windows operating system or Apple Macintosh Operating System.

Software: Microsoft Word 2013 or higher, Adobe Live Cycle Version 9.5, XML, ASCII Text, delimited CSV, and/or Microsoft Excel 2013 or higher. Contractor required to update software versions as needed. Additional software may be used that is agreeable to the Government and the contractor.

Fonts: All printer and screen fonts will be furnished. The 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.

Electronic Prepress: Immediately upon receipt and 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 Northeast GPO Contracting Office prior to further performance.

It is recommended that the contractor output files on the same platform (i.e. PC); no additional time or compensation will be given for errors commonly associated with file output from a different platform. 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.

If discrepancies are found on the Government-furnished material(s), the contractor must contact Mark Rydberg (410) 786-3038, before starting production.

Special Software Consideration: Office graphics (e.g., files from Presentation, Word Processing, or other non-publishing applications) are furnished for this procurement. Additional system work may be required to produce output as per specifications.

If supplied by the Government, a black and white visual will be used as the standard for page integrity. Contractor must ensure that the job outputs exactly as the furnished visual.

The contractor will not receive additional compensation, or time for common errors associated with the output of Office Graphics files. Common errors include, but are not limited to:

- 1) Color issues and Shifts (RGB color data, no spot colors, loss of Black plate),
- 2) Page Integrity (text reflow),
- 3) Missing prepress features (e.g., bleeds, trim marks), or
- 4) Loss of text characters from graphic elements.

Upon completion of the order, the contractor must furnish final production native application files (digital deliverables) 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.

Notice Format Requirements: These requirements will define print parameters including, but not limited to, XML and data file mapping, font, heading styles, margins, logo placement, and variable image data and barcode placement. These requirements will be furnished at the beginning of the contract and when revisions are required.

PS Form 3615 (Mailing Permit Application and Customer Profile)

Print Orders (GPO Form 2511).

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 appear on finished product. Note: GPO imprint is not to appear on completed product.

NOTE: If discrepancies are found on the Government-furnished material(s), the contractor must contact Mark Rydberg at (410) 786-3038, before starting production.

CONTRACTOR TO FURNISH

All materials and operations, other than those listed under “*Government to Furnish*”, necessary to produce the products in accordance with these specifications.

Contractor is required to verify that the CMS furnished files and quantity(s) are in the TIBCO mailbox within two hours of the print order and file(s) have been made available for downloading.

REPRODUCIBLES

The contractor must make all reproducibles required. The contractor is responsible for determining what type reproducibles will be used but must maintain or exceed the minimum quality level specified in the contract. No separate charges will be allowed for the various types of reproducibles that may be used.

Further, the contractor is responsible for outputting all images contained on furnished material, regardless of the production process, at the highest effective resolution possible. The contractor is responsible for determining the appropriate output resolution to achieve optimal results for such design elements as blends, gradients, halftones, type and other images. This determination should be made using factors such as stock, imaging device (or press) being used, and other factors unique to the contractor’s production environment.

VARIABLE DATA VERIFICATION

Contractor to download variable data from TIBCO and confirm receipt to CMS, mark.rydberg@cms.hhs.gov, and GPO, infonortheast@gpo.gov and rwoodmancy@gpo.gov. Contractor to perform necessary operations to identify corrupted data, file incompatibility, verify quantity of data files, and report any issues to CMS within 2 hours of receipt of files. Variable data files will contain mailing addresses and the contractor will have CASS, NCOA, and DPV certifications. Contractor will be required to perform necessary operations to output all USPS required documents for mailing and report addresses not suitable for mailing to CMS.

PROOFS

Variable Image Data Verification and Static Image Proofs: The proofs must have all elements in their proper position. The cost of all proofs must be provided at no additional cost to CMS.

Daily Beneficiary Notices (English and Spanish): The contractor is required to submit proofs on the initial order for each Notice in both English and Spanish. After the initial proofs are approved, the contractor may be required to submit proofs on a quarterly basis.

Random and Miscellaneous Notices (English and Spanish): When indicated on the individual Print Order, the contractor will be required to submit proofs for each Notice.

Unscheduled Miscellaneous Notices and Attachments (English and Spanish): When indicated on the individual print order, the contractor will be required to submit proofs for each Notice and Attachment.

Proofs for Notices: Contractor must submit 50 encrypted, password protected PK zipped .pdf file formatted proofs of complete letters (Notices, Forms and Attachments) including the letterhead all variable text, envelopes, to Mark Rydberg at the following e-mail address: mark.rydberg@cms.hhs.gov. Contractor must also submit the corresponding source data files (also known as a “*data dump*”) in a Microsoft Excel format in the same sequence as the submitted letter proofs. Phone notification at (410) 786-3038 to confirm receipt of e-mail. In the subject line of the email, include Program 2552-S and Print Order number and title of the order.

On static image proofs (no PII), contractor to cc Russ Woodmancy at rwoodmancy@gpo.gov

The contractor will be responsible for performing all necessary proofreading to ensure that the proofs submitted are in conformity with the furnished copy and record specifications.

If CMS find errors during the proofing process, the contractor must make all corrections and submit additional proofs along with the corresponding source data files. This process will be repeated until the contractor submit samples that CMS considers to be error-free.

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.

The Government will approve or disapprove the samples within 3 workdays of the receipt thereof. Notification will be given by e-mail. Approval or disapproval will not relieve the contractor of complying with the specifications and all other terms and conditions of the contract. Additional e-mail samples may be required if image samples are disapproved.

Proofs for Envelopes: Contractor must submit Adobe PDF proofs scaled to size with the placement of all elements in the proper position in accordance with the furnished manuscript copy.

All Proofs: The contractor must not print/image prior to receipt of an “*OK to print*”.

PRIOR-TO-PRODUCTION SAMPLES

The contractor may be required to produce Prior-to-Production Samples. The individual print order will provide information regarding which notices will require these samples. All Prior-to-Production Samples shall comply with “*Initial Testing Period*” and “*Post-Award Test*” on page 11.

Paper samples, 5 sheets each of the colored writing samples as stated under “*Stock/Paper*”, will be tested for reflectivity with USPS. Sample Color sheets sent to HHS/CMS; 7500 Security Blvd., SL 12-18; Baltimore, MD 21244-1850; Attn: Mark Rydberg

PRODUCTION INSPECTION

When indicated on the individual Print Order, Government may conduct a complete production inspection including receipt of files, programming, imaging, inserting, and entry into USPS mail system.

This inspection shall be conducted and approved at the contractor’s plant for the purpose of establishing specified standards for use during the complete production (from download of files to entry into USPS mail system).

Upon approval, the contractor is charged with maintaining those standards throughout the production and mail entry process (within QATAP tolerances when applicable) and with discarding all imaged and/or inserted sheets

that preceded approval. See GPO Publication 315.3 (Guidelines for Contractors Holding Press Sheet Inspections) dated January 2015 (available on GPO web site at: https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/contractors_holding_psi.pdf?sfvrsn=2)

A production inspection is for the purpose of setting specific standards that are to be maintained throughout the entire production run, including entry into USPS mail system. It does not constitute a prior approval of the entire production run.

The Government may conduct on-site randomized Security and Imaging inspections at any time.

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.

Color of paper furnished shall be of a uniform shade and a close match by visual inspection of the JCP and/or attached color sample(s). The Contracting Officer reserves the right to reject shipments of any order printed on paper the color of which, in his opinion, materially differs from that of the color sample(s).

Letters, Forms and Attachments: White and Colored Writing, basis weight: 20 lbs. per 500 sheets, 17 x 22”, equal to JCP Code D10. Contractor’s option for 24 lbs. per 500 sheets, all other specifications shall be maintained.

Anticipate the following colors: Blue, Buff, Green, Pink, Salmon, Yellow, Purple/Violet (or close match). Additional colors may be required.

Upon award of the contract, the contractor shall provide CMS and GPO a swatch of available colors, including those listed above. This swatch will become the specified standard for color of stock/paper.

Envelopes: White Writing Envelope, basis weight: 24 lbs. per 500 sheets, 17 x 22”, equal to JCP Code V20. EXCEPTION: Contractor’s option for 28 lbs. per 500 sheets, all other specifications shall be maintained.

PRINTING/IMAGING

Follow printing instructions on pages 13 through 18 for the different items. Contractor is cautioned about preprint notices, forms or attachments because of possible content changes, see “*Preprinting of Static Images of Items*” below.

Static Data Imaging: Contractor will be required to print/image static data in black ink on the face and/or back of notices and/or attachments. At contractor’s option, static data may be imaged digitally or printed using the traditional offset method.

Variable Imaging (VI) (also known as variable-information printing (VIP) or Variable-data printing (VDP)): Contractor will be required to produce variable imaging in black ink from TIBCO files (variable data files). At contractor’s option, the variable imaging to be produced by either waterproof ink jet spray or high-density laser at a minimum 600 x 600 dpi.

Contractor will be required to provide variable imaging of notice in black ink in accordance with record specifications provided with the individual print order which identify the field name, format, start/end position, and remark’s locations. The content for most notices will contain a significant number of variable data fields, including address fields.

When ordered, the Medicare Drug Plan on back for each beneficiary is state/region specific and is common to all addresses in that state/region. The beneficiary’s city and state address on the front of the notice must correspond with the specific State/Region Prescription Drug Plan on the back. Government will furnish files for the regional Medicare drug plans for back of notices.

PREPRINTING OF STATIC IMAGES OF ITEMS

At the contractor’s option, contractor may preprint any static images from static data to keep a stock on hand or print the static image when they receive the orders. It is anticipated that the contractor may keep no more than a 2-month supply on hand for notices and 3-month supply of envelopes. Although the static image will generally remain the same from order to order on the Daily Beneficiary Notice Packages and Envelopes, changes may

need to be made from time to time. The Government will provide the contractor with as much advance notice as possible.

Depending on the time of the year, most notably the yearly notice orders, the inventory of stock on hand for monthly supply should be coordinated with the Government. Government will not be responsible for more than the supply of static image inventory deemed not usable due to copy changes based upon the anticipated usage as stated on pages 14 through 18. Price adjustment for static images will be per Section 4 - Schedule of Prices.

MARGINS

Adequate gripper margins follow trim marks on electronic files.

TRIMMING/FOLDING/ASSEMBLY

Trim four sides. Each piece of each notice is to be gathered in sequence, face up on all pages and 2 parallel folds from 8-1/2 x 11” to 8-1/2 x 3-2/3”, with the address on Notice Letter facing out for visibility of the address through the window in the envelope.

The Daily Beneficiary Notices Packages and any other Notice Packages that have multiple items being inserted into an envelope: Each item leaf/leaves to be folded and inserted individually in the envelope, as opposed to collating the different items, folding them and then inserting into the envelope.

NOTE: It is the contractor’s responsibility to assure that only the computer-generated address and PostNet barcode on the notice will be visible through the window in the envelope and that only one complete notice is inserted into each envelope.

Match Print: Some envelopes Notice Packages will have multiple items/leaves with variable image individual information on different pages. Contractor to ensure integrity when gathering and inserting different items in the same envelope, see “3) *Verification of Production and Mailing*” on page 8.

QUALITY CONTROL SAMPLE

The plans must provide a description of how the contractor will create quality control samples for periodic samplings to be taken during the production run and shall contain control systems that will detect defective or missing/mutilated pieces. The contractor will be required to create quality control sample to be drawn from the production stream. Sample drawn, inspected and retained as part of the contractor’s quality assurance records.

The contractor must maintain quality control samples, inspection reports and records for a period of no less than 120 days after 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. **All quality control samples must be produced at no additional cost to the Government.**

LABELING AND MARKING

Contractor to download the “*Labeling and Marking Specifications*” form (GPO Form 905, R. 7-15) from www.gpo.gov fill in appropriate blanks and attach to shipping containers.

ADDRESS REQUIREMENTS

The Variable Image address fields will be four to seven lines. Address placement, format, fonts and IMb barcodes must meet USPS automated mail processing equipment compatibility standards and comply with current **U.S. Postal Service (USPS)** Address Quality Standards. These standards are in accordance with appropriate USPS rules and regulations including **USPS Domestic Mail Manual (DMM)** for domestic and **International Mail Manual (IMM)** for International addresses that are in effect at the time of mailing. Note, the type of font must be one of the USPS accepted and verified **Multiline Optical Character Reader (MLOCR)** readable type.

It is the contractor’s responsibility to assure that only the computer-generated address and IMb and other applicable USPS barcodes/markings on the mail piece will be visible through the window in the envelope and that only one complete Notice package is inserted into each envelope.

MAIL PREPARATION

Contractor to mail via CMS Mail Postage and Fees Paid permit. The contractor is cautioned to use the permit imprint only for mailing material produced under this contract Program 2552-S.

Using the address information as provided, the contractor is required to obtain the maximum USPS postage discounts possible in accordance with the USPS First Class mail and appropriate automated mail discount structure in effect at the time of mailing.

In compliance with USPS Mail Preparation & Sortation Regulations, all mail must be appropriately marked and supported with the documentation necessary to ensure USPS acceptance. Gather each piece and insert into mailing envelope, and seal. Contractor must ensure all addresses can display address format acceptable for USPS automation processing.

The contractor must provide all mailing materials, as well as all labeling and marking, as necessary to fulfill mailing and distribution requirements. Noncompliance with the mail preparation and labeling and marking instructions will be cause for the Government to take corrective action in accordance with GPO Pub. 310.2.

CASS AND NCOA Certification Files: For Domestic addresses only, contractor will be required to perform data scrub of addresses with Coding Accuracy Support System (CASS), including ZIP + 4, and National Change of Address (NCOA) certifications and Delivery Point Validation (DPV) upon receipt of the TIBCO files, before printing/imaging has started. Contractor is NOT to run the foreign address files through CASS, NCOA or DPV software.

Anticipation is less than 50 foreign mailing address (total for all orders) will be provided per year. Notify Mark Rydberg at mark.rydberg@cms.hhs.gov and cc Russ Woodmancy rwoodmancy@gpo.gov for determination if the foreign address will require mailing. If instructed that these addresses do not mail, they will appear on the Excel report as part of the unmailable addresses. If instructed to mail the to the foreign address then reimbursable meter mail is acceptable.

All unmailable addresses are to be counted and set aside in a separate electronic file (Excel spreadsheet). See Reporting – Before mailing on page 25.

Contractor sponsored address data enhancements to secure postal discount MUST NOT negatively affect deliverability and/or omit/change any required address field as provided by CMS address files. It is the contractor's responsibility to keep up to date on all USPS requirements.

The contractor is cautioned that files provided will contain mail addressed to United States territories and possessions (American Samoa, Federated States of Micronesia, Guam, Marshall Islands, Northern Marianas Islands, Palau, Puerto Rico, Virgin Islands Wake Island, and Military Overseas Addresses (APO/FPO mail)). This mail is Domestic Mail, NOT International Mail, and these mail pieces should be included in the discount sort rates at time of mailing with balanced of the Print Order.

All domestic mail copies must conform to the appropriate regulations in the U.S. Postal Service manuals for domestic presorted First-Class mail and must be prepared for the most cost-effective mailing rate/class obtainable presorting for maximum postal automation discounts (as applicable). The placement and application of the IMb must not compromise any applicable USPS addressing/imprinting requirements.

In addition, USPS has instituted a verification procedure called a “tap” test. This test is used to screen all mailings with barcode inserts for proper barcode spacing within the envelope window. USPS will randomly select samples from a mailing and tap the pieces on their left right and bottom edges to test whether the barcode maintains a minimum spacing of 1/8 inch between the barcode and the left and right edges of the window, at least 1/25 inch between the barcode and the bottom edge of the mail piece. Mail pieces are not to be tapped upside down (i.e. on their top edge).

Intelligent Mail Barcode (IMb): During the term of this contract, CMS mailers will be required to meet USPS requirements for using IMb to access automation postal rates for presort first class mail. Full Service IMb will be required for Domestic Mail only.

The successful bidder must understand and be able to implement all mail preparation requirements enacted by the Postal Service related to using full-service IMb. The requirements include, but are not limited to, preparing Intelligent Mail barcodes for the mail, trays and containers meeting USPS quality acceptance standards.

Experience with assigning unique numbers for each mail piece, preparing electronic manifests, making electronic appointments, producing revised tray/pallet label formats and other similarly detailed IMb requirements as mandated by the Postal Service is essential.

The IMb must appear in the address block of the inserted item and show through the window area of the mailing envelope. Printing or imaging of the IMb on the envelope is NOT permissible.

Any mail related questions/issues should be directed to Erika Grant, at (410) 786-1067, or E-mail erika.grant@cms.hhs.gov at CMS.

Contractor may be responsible for any postage fees related to undeliverable Notices caused by print quality control issues.

REPORTING - Before mailing: All unmailable addresses are to be counted and set aside in a separate electronic file (Excel spreadsheet). These addresses to include a separate field for the Print Order number and a field to state the reason why the address is unmailable. These addresses, Excel file must be sent back (recipient level report) to CMS before printing/imaging begins so CMS has an opportunity to review address(es) and make any necessary changes to the address to allow for mailing with the order.

REPORTING - After mailing: Contractor must furnish a state-by-state count of all letters mailed per order unless otherwise stated on the Print Order. MS Excel table report to identify Print Order number in column "A" and numbers of copies mailed to each state (each state abbreviation in alphabetic order in the. Email report(s) after mailing to Mark Rydberg at mark.rydberg@cms.hhs.gov.

VERIFICATION REPORT OF PRODUCTION AND MAILING of Weekly orders of the "Daily Beneficiary Notice Packages": On these orders, CMS will issue the GPO Form 2511 (Print Order) without quantities of "Daily Beneficiary Notices" indicated. The contractor, at the week's end, shall provide verification report confirming several records received (daily quantities of notices) and the official USPS mailing statements used at the time of mailing.

The verification report is to be in Excel and clearly (readability) showing the Publication title of the "Daily Beneficiary Notices", daily counts, and mailing date. The GPO Form 712 mailing statement must include the Program number, Print Order number, and the Publication(s) that were mailed under each Form 712. The GPO Form 712 is to be followed in sequence by the corresponding USPS Mailing Statement. The PDFs are to be grouped and organized in a workday sequence.

The government will verify the daily Publications and counts on the Excel daily count worksheet with the Postal Statements. A PDF of the Excel worksheet will be returned to the contractor with government approval for the contract to invoice the order. Verification approval process may take up to four weeks after emailing to Mark Rydberg at mark.rydberg@cms.hhs.gov and Russ Woodmancy at rwoodmancy@gpo.gov for approval.

DISTRIBUTION

Contractor will be responsible for validating the integrity of every Notice produced in all phases of printing, inserting and mailing and to ensuring all notices received from CMS were correctly entered into the United States Postal System.

Mail f.o.b. contractor's city using contractor printed "First Class Postage and Fees Paid Permit" imprint. The contractor will be required to provide mailing under the provided CMS "G-28" permit imprint via pre-sorted "First Class Mail, U.S. Postage Paid".

The contractor is cautioned that "Postage and Fees Paid" indicia may be used only for the purpose of mailing material produced under the contract. All copies mailed must conform to the appropriate regulations in the U.S. Postal Service manuals for "Domestic Mail" or "International Mail" as applicable.

The contractor will be required to submit the properly completed GPO 712 and Postal Service form(s) (or equivalent) with the voucher 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 PDF of GPO Form 712 Certificate of Conformance can be found at [gpo712ff.pdf](#). Contractor to include their job number and the title (pub #) on Daily Beneficiary Notice(s) orders on the GPO Form 712.

MAILING STATEMENTS

Contractor must complete and supply all copies of applicable and appropriate version, USPS Forms and GPO 712's to CMS within 2 work days of USPS mail certification. PDF of these postal and GPO forms to be emailed to Mark Rydberg mark.rydberg@cms.hhs.gov and Russ Woodmancy rwoodmancy@gpo.gov.

Contractor may be responsible for any postage fees related to undeliverable letters caused by print quality control issues.

SECURE DESTRUCT CERTIFICATES: The contractor will at times be required to secure destruct item(s) without a government representative onsite. Contractor to provide CMS and GPO a PDF of the certificate of destruction which must include the following: item(s) destroyed, count (number of item(s) destroyed), date when occurred, and person(s) that witness the destruction of government property.

SCHEDULE

Adherence to this schedule must be maintained.

WEEKLY ORDERS that summarize the day-to-day Daily Beneficiary Notices: Files in TIBCO mailbox on or before 6:00 a.m., prevailing Eastern Time, for each government workday Monday through Friday (excluding Federal Holidays) constitute work received that day. Schedule begins upon receipt of files. If files are not in the TIBCO mailbox at 6:00 a.m. and no prior email stating that there would be a delay. Contractor to notify Mark Rydberg at mark.rydberg@cms.hhs.gov, and cc Russ Woodmancy at rwoodmancy@gpo.gov.

Balance of Notices: Contractor must not start production of any job prior to receipt of TIBCO files. Contractor to verify and confirm the quantities and total number of pages (images) placed in TIBCO within 60 minutes of receipt.

NOTE: A unit is defined as a complete set (package) of letters which includes a Notice letter, Medicare Drug Plan (if applicable), and Q&A Sheet (if applicable), and nondiscrimination letter (if applicable) and an envelope for each Publication.

All Notice Packages: Contractor is required to reconcile all USPS mailing statements with the total quantity downloaded from the TIBCO mailbox each week/order and submit "*Verification of Production of Mailing*".

- 1) Daily Beneficiary Notices (English and Spanish):** Contractor must complete production and mailing of up to 50,000 units within 48 hours (excluding weekends and Federal Holidays) of receipt of notification of availability of electronic files. The contractor will be given an additional 24 hours to complete production of each 25,000 units that exceeds 50,000 units.

E-mail notification of availability of electronic files in TIBCO or pushed to the contractor's sFTP site.

Files will be placed in the TIBCO daily including weekends. A Print Order (GPO Form 2511) will be issued at the end of each week. This Print Order will summarize the individual files received and produced during the week and is to be submitted with the contractor's invoice to GPO.

- 2) Monthly and Yearly Miscellaneous Notices (English and Spanish) and Unscheduled Miscellaneous Notices and Attachments (English and Spanish):**

- Up to 500,000 units, contractor must complete production and mailing within the agreed upon mail date from 2 to 7 workdays after proofs are approved to print by CMS.
- If an order has 500,000 or more units, contractor must complete production and mailing within the agreed upon mail date from 5 to 9 workdays after proofs are approved to print by CMS.

A Print Order (GPO Form 2511) may be issued prior to the actual production totals are provided by CMS. For these orders, contractor should not order paper or supplies until the actual quantity have been provided by CMS. The contractor must e-mail on a daily basis production and mailing counts with totals of overall completed, mailed, and remaining counts to Mark Rydberg at mark.rydberg@cms.hhs.gov.

All Notice Packages: The contractor may mail completed pieces on a daily basis in accordance as production runs are completed. Contractor will be notified via e-mail when electronic files are available in TIBCO or being pushed to contractor's sFTP site.

Contractor must confirm, via e-mail, receipt of files and verify quantities to be produced within 60 minutes of receipt of notification of availability of electronic files.

DELIVERY/SHIPPING STATUS INFORMATION

Contractors are to report information regarding each order for compliance reporting purposes and include date of delivery (or shipment if applicable) for proofs and delivery schedules in accordance with the contract requirements by contacting Northeast Regional Office via e-mail to tracknortheast@gpo.gov. Personnel receiving e-mail will be unable to respond to questions of a technical nature or transfer any inquiries.

RETURN OF GOVERNMENT FURNISHED PROPERTY

Deliver furnish material, Prior-to-Production samples, hard copy proofs to HHS/CMS; 7500 Security Blvd., SLL 11-27; Baltimore, MD 21244-1850; Attn: Mark Rydberg. All expenses incidental to returning material must be borne by the contractor.

These materials must be packaged, properly labeled, and returned separate from the entire job. The contractor must be able to produce a separate signed receipt for these materials at any time during the contract.

All expenses incidental to pick-up/return of materials/priors/proofs and furnishing sample copies must be borne by the contractor.

SECTION 3. – DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the “Section 4. - *Schedule of Prices*” to the following units of production which are the estimated requirements to produce 12 month’s orders (first contract period) 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 “Section 4. -- *Schedule of Prices*”.

	(1)	(2)
I. A.	52	156
B.	52	1,508
C.	52	156
D.	52	572
E.	52	312
F.	31	4,030
G.	48	144
II. A.	4	200
B.	1	360
C. (a)	1	130
(b)	1	7
D.	1	20
E.	1	70
III. A. (a)	6	6
(b)	6	6
B. (a)	1	4
(b)	1	4
C. (a)	3	800
(b)	5	1,100
D.	xxx	660
E. (a)	9	660
(b)	1	150
IV. A. (a)	4,725	
(b)	3,784	
B. (a)	3,296	

SECTION 4. – SCHEDULE OF PRICES

Bids offered are f.o.b. contractor’s city for mailed copies (G-Permit) and ship f.o.b. destination for GPO copies and bulk shipments.

Prices must be submitted for the entire term of the contract and bids qualified for a lesser period will not be considered. 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 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 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.

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. DAILY BENEFICIARY NOTICE PACKAGES: Prices offered shall include the cost of all required materials and operations necessary for the complete production and mailing in accordance with these specifications, except for Items II. Random Notice Packages, III. Miscellaneous Notices Packages, IV. Stock/Paper.

Includes printing/imaging in English or Spanish as required, trimming to size, gathering each piece in sequence, folding to size, inserting into an envelope, and the printing of the envelope. Only one makeready charge will be allowed for each Notice package regardless of language.

	<u>Makeready and/or Setup Charges</u> (1)	<u>Running per 1,000 copies</u> (2)
A. Auto Enrollment Notice Package, (Pub# 11154 & 11154S).....per order	\$ _____	\$ _____
B. Deemed Notice Package (Pub# 11166 & 11166S).....per order	\$ _____	\$ _____
C. Full Facilitated Enrollment Notice Package, (Pub# 11186 & 11186S).....per order	\$ _____	\$ _____
D. Auto Enrollment Retroactive Notice Package, (Pub# 11429 & 11429S).....per order	\$ _____	\$ _____
E. Retroactive Reassignment Notice Package, (Pub# 12053 & 12053S).....per order	\$ _____	\$ _____

	<u>Makeready and/or Setup Charges</u> (1)	<u>Running per Copy</u> (2)
F. Partial Facilitated Enrollment Notice Package, (Pub# 11191 & 11191S).....per order	\$ _____	\$ _____
G. Full Dual Retiree Drug Subsidy (RDS) Notice Package, (Pub# 11334 & 11334S).....per order	\$ _____	\$ _____

RETURN THIS PAGE TO GPO NORTHEAST REGION

(Initials)

II. RANDOM NOTICE PACKAGES: Prices offered shall include the cost of all required materials and operations necessary for the complete production and mailing in accordance with these specifications, except for Items I. Daily Beneficiary Notice Packages, III. Miscellaneous Notices Packages, and IV. Stock/Paper.

Includes printing/imaging in English or Spanish as required, trimming to size, gathering each piece in sequence, folding to size, inserting into an envelope and the printing of the envelope. Only one makeready charge will be allowed for each Notice package regardless of language.

	<u>Makeready and/or Setup Charges</u> (1)	<u>Running per Copy</u> (2)
A. Equitable Relief Notice Package, (Pub# 11646 E/S).....per order.....	\$ _____	\$ _____
	<u>Makeready and/or Setup Charges</u> (1)	<u>Running per 1,000 copies</u> (2)
B. Change of Co-Pay Notice Package, (Pub# 11199 & 11199S).....per order.....	\$ _____	\$ _____
C. Non Renewal Notice Package, (a) (Pub# 11433).....per order.....	\$ _____	\$ _____
(b) (Pub# 11438).....per order.....	\$ _____	\$ _____
D. Non Renewal Reminder Notice Package, (Pub# 11452).....per order.....	\$ _____	\$ _____
E. MA Reassignment Notice Package, (Pub# 11443).....per order.....	\$ _____	\$ _____

III. MISCELLANEOUS NOTICE PACKAGES: Prices offered shall include the cost of all required materials and operations necessary for the complete production and mailing in accordance with these specifications, except for Items I. Daily Beneficiary Notice Packages, II. Random Notice Packages, and IV. Stock/Paper.

Includes printing/imaging Letters (Notice/Attachment) in English and/or Spanish as required, trimming to size, gathering each item letter leaf in sequence, folding to size, and inserting into envelope. Only one makeready charge will be allowed for each item letter of the Notice package for the order regardless of language.

	<u>Makeready and/or Setup Charges</u> (1)	<u>Running per 1,000 copies</u> (2)
A. Quantities Up to and including 2,000 Packages for Letters:		
(a) Printing Variable and Static Image pagesper printed page	\$ _____	\$ _____
(b) Printing Static Image onlyper printed page	\$ _____	\$ _____
B. Quantities 2,001 Up to and including 40,000 Packages for Letters:		
(a) Printing Variable and Static Image pagesper printed page	\$ _____	\$ _____
(b) Printing Static Image onlyper printed page	\$ _____	\$ _____

III. MISCELLANEOUS NOTICES PACKAGES - Continue:

	<u>Makeready and/or Setup Charges</u> (1)	<u>Running per 1,000 copies</u> (2)
C. Quantities 40,001 Packages and over for Letters:		
(a) Printing Variable and Static		
Image pages	per printed page	\$ _____
(b) Printing Static Image only	per printed page	\$ _____
D. Printing #10 Security Tint Envelopeseach envelope..... xxxxxxxxxxxx		
E. Gathering, Folding, and Inserting Letters into Envelopes:		
(a) Notice Letter(s)		
	per package	\$ _____
(b) Additional cost when a Miscellaneous Notice package requires match print		
	per package	\$ _____

IV. STOCK/PAPER: Payment for all stock/paper supplied by the contractor under the terms of these specifications, as ordered on the individual Print Orders, will be based on item of paper/stock as defined in Section 2 “*STOCK/PAPER*” on page 22. The envelope size is after construction. The cost of any paper required for make-ready or running spoilage must be included in the prices offered.

A. Letters:		
(a) 8-1/2 x 11”, White Writing, 20-24 lbs.		
	per 1,000 leaves	\$ _____
(b) 8-1/2 x 11”, Colored Writing, 20-24 lbs.		
	per 1,000 leaves	\$ _____
B. Envelopes:		
(a) 4-1/8 x 9-1/2”, (No. 10) Window, 24-28 lbs.		
	per 1,000 envelopes	\$ _____

SECTION 4. – SCHEDULE OF PRICES

SHIPMENT(S): Shipments will be made from: City _____, State _____

The city(ies) indicated above will be used for evaluation of transportation charges when transportation charges are specified to be a factor in determination of award. 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 agree, 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.

NOTE: Failure to provide a 60-day bid acceptance period may result in expiration of the bid prior to award.

BIDDER’S NAME AND SIGNATURE: Unless 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 in accordance with 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) (e-mail)

THIS SECTION FOR GPO USE ONLY

Contracting Officer: _____ Date _____ Certifier by: _____ Date _____
(Initials) (Initials)

RETURN THIS PAGE TO GPO NORTHEAST REGION

SECTION 5. – CMS SECURITY SPECIFICATIONS

THE REQUIREMENTS UNDER THIS SECTION WILL BE ADMINISTERED BY A CMS SECURITY REPRESENTATIVE (NAME AND CONTACT INFORMATION WILL BE PROVIDED AT TIME OF AWARD).

CMS INFORMATION SECURITY (APR 2013)

FAR 52.227-14 Rights in Data – General (May 2014).

As prescribed in [27.409\(b\)\(1\)](#), insert the following clause with any appropriate alternates:

(a) *Definitions.* As used in this clause--

“*Computer database*” or “*database*” means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“*Computer software*”—

(1) *Means*

- (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and
- (ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“*Computer software documentation*” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“*Data*” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“*Form, fit, and function data*” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“*Limited rights*” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

“*Limited rights data*” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“*Restricted computer software*” means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is copyrighted computer software, including minor modifications of the computer software.

“*Restricted rights*,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“*Technical data*” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

“*Unlimited rights*” means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) *Allocation of rights.*

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
- (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) *Copyright*—

(1) *Data first produced in the performance of this contract.*

- (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.
- (ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and acknowledgment of Government sponsorship (including contract number).
- (iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

- (i) Identifies the data; and
- (ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause or; if such data are restricted computer software, the Government shall acquire a copyright license as set forth in subparagraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As *prohibited* by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the *Contractor* receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized otherwise in writing by the Contracting Officer.

(e) *Unauthorized marking of data.*

(1) *Notwithstanding* any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) of this clause and use of the notices is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

- (i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;
- (ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.
- (iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of this clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as a result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings.*

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of such data, permission to have authorized notices

placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor—

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the use of the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

- (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized, or
- (ii) Correct any incorrect notices.

(g) *Protection of limited rights data and restricted computer software.*

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

- (i) Identify the data being withheld; and
- (ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

- (i) *Relationship to patents or other rights.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(end of clause)

All CMS information shall be protected from unauthorized access, use, disclosure, duplication, modification, diversion, or destruction, whether accidental or intentional, in order to maintain the security, confidentiality, integrity, and availability of such information. Therefore, if this contract requires the contractor to provide services (both commercial and non-commercial) for Federal Information/Data, to include any of the following requirements:

- Process any Information/Data; or
- Store any Information/Data (includes “Cloud” computing services); or
- Facilitate the transport of Information/Data; or
- Host/maintain Information/Data (including software and/or infrastructure developer/maintainers); or
- Have access to, or use of, **Personally Identifiable Information (PII)**, including instances of remote access to, or physical removal of, such information beyond agency premises or control.

The contractor shall become and remain compliant with the requirements set forth at the CMS Information Security website at <https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Info-Security-Library-Items/CMS-Information-Security-Contract-Clause-Provision.html>. The requirements cover all CMS contracts and associated deliverables, which are required on a “*per contractor*” basis.

The contractor shall ensure that the following Federal information security standards are met for all of its CMS contracts:

- **Federal Information Security Management Act (FISMA)** – FISMA information can be found at <http://csrc.nist.gov/groups/SMA/fisma/index.html>. FISMA requires each Federal agency to develop, document, and implement an agency-wide program to provide information security for the information and information systems that support the operations and assets of the agency, including those provided or managed by another agency, contractor, or other source; and,
- **Federal Risk and Authorization Management Program (FedRAMP)** – FedRAMP information can be found at <http://www.gsa.gov/portal/category/102371>. The FedRAMP is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.

The Contractor shall include in all awarded subcontracts the FISMA/FedRAMP compliance requirements set forth at the CMS Information Security website at <https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Info-Security-Library-Items/CMS-Information-Security-Contract-Clause-Provision.html>.

HIPAA BUSINESS ASSOCIATE CLAUSE (OCT 2014)

All **Protected Health Information (PHI)**, as defined in 45 C.F.R. §160.103, that is relevant to this Contract, shall be administered in accordance with the **Health Insurance Portability and Accountability Act** of 1996 (“*HIPAA*,” 42 U.S.C. § 1320d), as amended, as well as the corresponding implementing regulations and this HIPAA Business Associate Clause.

a. Definitions:

All terms used herein and not otherwise defined, shall have the same meaning as in HIPAA, as amended, and the corresponding implementing regulations. Non-HIPAA related provisions governing the Contractor’s duties and obligations, such as those under the Privacy Act and any applicable data use agreements, are generally covered elsewhere in the Contract.

The following definitions apply to this Contract Clause:

“*Business Associate*” shall mean the Contractor (and/or the Contractor’s subcontractors or agents) if/when it uses individually identifiable health information on behalf of CMS, i.e. PHI, to carry out CMS’ HIPAA-covered functions.

“*Covered Entity*” shall mean the portions of CMS that are subject to the HIPAA Privacy Rule.

“*Secretary*” shall mean the Secretary of the Department of Health & Human Services or the Secretary’s designee.

b. Obligations and Activities of Business Associate:

Except as otherwise provided in this Contract, Business Associate, as defined above, shall only use or disclose PHI on behalf of, or to provide services to, Covered Entity in accordance with this Contract and the HIPAA Privacy and Security Rules.

Business Associate shall document in writing the policies and procedures that will be used to meet HIPAA requirements. The policies and procedures shall include the following, at a minimum:

1. Business Associate shall not:
 - i. Use or disclose PHI that is created, received, maintained or transmitted by Business Associate from, or on behalf of, Covered Entity other than as permitted or required by this Contract or as required by law;
 - ii. Sell PHI; or,
 - iii. Threaten, intimidate, coerce, harass, discriminate against, or take any other retaliatory action against any individual for:
 - A. Filing a complaint under 45 CFR § 160.306;
 - B. Testifying, assisting or participating in an investigation, compliance review, proceeding or hearing under 45 CFR Part 160; or
 - C. Opposing any act or practice that is unlawful under HIPAA, provided there is a good faith belief that the practice is unlawful, the manner of opposition is reasonable, and the opposition does not involve the disclosure of PHI in violation of subpart E of Part 164.
2. Business Associate shall:
 - i. Have a security official who will be responsible for development and implementation of its security policies and procedures, including workforce security measures, to ensure proper security awareness and training (including security incident response and reporting), and security incident procedures, in accordance with this Contract, including this HIPAA Business Associate Clause and the Contract’s clause entitled “*CMS Information Security*.”
 - ii. Use administrative, physical and technical safeguards to prevent use or disclosure of PHI created, received, maintained or transmitted by Business Associate from, or on behalf of Covered Entity only as provided for by this Contract. In doing so, it shall implement policies and procedures to address the following and, where applicable, ensure that such policies and procedures are also in conformance with this Contract’s clause entitled “*CMS Information Security*.”

- A. Prevent, detect, contain and correct security violations through the use of:
 - a. Risk analyses (including periodic technical and nontechnical evaluations);
 - b. Appropriate risk management strategies, including system activity review;
 - c. Information access procedures for approving individual's access rights to PHI (including the implementation of workforce security measures to ensure continued appropriate role-based access to PHI), and technical policies and procedures to ensure compliance with grants of access (including unique user identification and tracking of users) and;
 - d. The imposition of sanctions for violations.
 - B. Limit physical access to its electronic information systems and the facility or facilities in which they are housed.
 - C. Implement policies, procedures and physical security measures that will limit access to PHI through workstations and other devices, including access through mobile devices.
 - D. Implement media controls covering the movement of devices containing PHI within or outside of the Business Associate's facility as well as the disposal and reuse of media containing PHI.
 - E. Implement appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability (including the use of contingency plans) of any **electronic protected health information ("EPHI")** it creates, receives, maintains or transmits from, or on behalf of the Covered Entity to prevent impermissible use, disclosure, maintenance or transmission of such EPHI. In the establishment of such safeguards, Business Associate shall consider its size, complexity and capabilities, as well as its technical infrastructure, and its hardware and software security capabilities.
- iii. Assess, and implement, where appropriate, any addressable implementation specifications associated with applicable PHI security standards.
 - iv. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Contract.
 - v. Comply with the following Incident Reporting:
 - A. Report to Covered Entity any security incident/breach involving unsecured PHI, of which it becomes aware, including those of its agents and subcontractors. The Business Associate shall report any violation of the terms of this contract involving PHI and any security incidents/breaches involving unsecured PHI to CMS within one (1) hour of discovery in accordance with the CMS **Risk Management Handbook (RMH)**, specifically "RMH Vol II Procedure 7-2 Incident Handling Procedure" and "RMH Vol III Standard 7-1 Incident Handling." These procedures can be found at <http://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Information-Security-Library.html> In addition, the Business Associate will also notify the CMS Contracting Officer and the Contracting Officer's Representative (COR) by e-mail within one (1) hour of identifying such violation or incident.
 - B. Upon Covered Entity's knowledge of any material security incident/breach by Business Associate, Covered Entity will provide an opportunity for Business Associate to cure the breach or end the violation consistent with the termination clause of this Contract. See also paragraph D. Term of Clause below.

- vi. Ensure that any agent or subcontractor agrees through a written contract, or other legally enforceable arrangement, to the same restrictions and conditions that apply through this HIPAA Contract Clause, when creating, receiving, maintaining or transmitting PHI from, or on behalf of, Covered Entity.
- vii. Upon Covered Entity's request:
 - A. Provide the Covered Entity or its designee with access to the PHI created, received, maintained or transmitted by Business Associate from or on behalf of the Covered Entity in the course of contract performance in order to ensure Covered Entity's ability to meet the requirements under 45 CFR § 164.524.
 - B. Amend PHI as Covered Entity directs or agrees to pursuant to 45 CFR § 164.526.
- viii. Make its facilities and any books, records, accounts, and any sources of PHI, including any policies and procedures, that are pertinent to ascertaining its own compliance with this contract or the Covered Entity's compliance with the applicable HIPAA requirements, available to Covered Entity, or, in the context of an investigation or compliance review, to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the various rules implementing the HIPAA.
- ix. Document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- x. Provide to Covered Entity, or an individual identified by the Covered Entity, information collected under this Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- xi. Make reasonable efforts to limit the PHI it uses, discloses or requests to the minimum necessary to accomplish the intended purpose of the permitted use, disclosure or request.

c. Obligations of Covered Entity

Covered Entity shall notify Business Associate of any:

1. Limitation(s) in its Notice of Privacy Practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;
2. Changes in, or revocation of, permission by an Individual to use or disclose their PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and,
3. Restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

d. Term of Clause

1. The term of this Clause shall be effective as of date of Contract award, and shall terminate when all of the PHI provided to Business Associate by the Covered Entity or a Business Associate of the Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity in accordance with "*CMS Information Security*" procedures. Business Associate shall not retain any PHI.

2. Security Incident/Breach:

Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall take action consistent with the terms of this Contract, and, as appropriate, the following:

- i. **Federal Acquisition Regulation (FAR) Contracts** – Covered Entity may:
 - A. Terminate this Contract in accordance with FAR Part 49, Termination of Contracts, if the Business Associate does not cure the security incident/breach within the time specified by Covered Entity and/or cure is not possible; or,
 - B. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- ii. **Other Agreements** –Covered Entity shall either:
 - A. Provide an opportunity for Business Associate to cure the breach or end the violation consistent with the termination terms of this Contract. Covered Entity may terminate this Contract for default if the Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or,
 - B. Consistent with the terms of this Contract, terminate this Contract for default if Business Associate has breached a material term of this Contract and cure is not possible; or,
 - C. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

3. Returning or Destroying PHI:

Business Associate, as defined above, which includes subcontractors or agents of the Contractor, shall:

- i. Upon expiration or termination of this Contract, for any reason, return or destroy all PHI received from Covered Entity or another Business Associate of the Covered Entity, as well as any PHI created, received, maintained or transmitted from or on behalf of Covered Entity, or another Business Associate of the Covered Entity, in accordance with this contract, including the "*CMS Information Security*" clause.
- ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon such notice that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Contract to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

e. Miscellaneous

1. A reference in this Contract to a section in the Rules issued under HIPAA means the section as in effect or as amended.
2. The respective rights and obligations of Business Associate under paragraph D.3.b of the section entitled "*Term of Clause*" shall survive the termination of this Contract.

Any ambiguity in this Contract clause shall be resolved to permit Covered Entity to comply with the Rules implemented under HIPAA.

**CMS SPECIFIC PROVISIONS FOR HIGH VISIBILITY/HIGH PUBLIC INTEREST CONTRACTS
(OCT 2013)**

OPEN GOVERNMENT PROACTIVE PREDISCULOSURE NOTIFICATION (OCT 2013)

In order to reduce the administrative burden of responding to **Freedom of Information Act (FOIA)** requests for high visibility/high public interest contracts throughout contract administration, the Contractor shall submit its review of the awarded contract (and contract modifications, if requested) for FOIA disclosure exemptions within thirty (30) calendar days of contract award. The review will substantiate “...*Trade secrets and commercial or financial information obtained from a person and privileged or confidential...*” information, in accordance with 5 U.S.C. §552 FOIA, Exemption (b)(4), which could reasonably be expected to cause substantial competitive harm.

Submissions: The Contractor shall submit one (1) Compact Disc (CD) or Digital Video Disc (DVD) with all 5 U.S.C. §552 FOIA, Exemption (b)(4), “...*Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential...*,” otherwise known as public release/non-Confidential Business Information (non-CBI), with the information identified as follows:

- a. **CBI Highlighted Copy of Contract:** One copy of the contract with all CBI highlighted for CMS FOIA review.
- b. **Contractor Proposed Redacted Public Release Copy of Contract:** An additional copy of the contract will be provided for public release with all the identified information redacted. Redactions shall be made using “black” boxes, which cannot be removed or uncovered by a reader.
- c. **Pre-Disclosure Concerns - Comments/Rationale for Non-Disclosure of Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential:** The Contractor shall provide, in a separate file, rationale for why disclosure of “...*Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential...*” would cause the Contractor organization substantial competitive harm if disclosed to other entities. Rationale shall be provided for each individual recommended redaction. Generalized conclusions of competitive harm are not a sufficient basis for the CMS FOIA office to invoke the exemption and thereby protect the Contractor’s interest.

All CD/DVDs shall be mailed to the CMS FOIA Officer (address below) within thirty (30) calendar days of contract award and within thirty (30) calendar days of a CMS request, i.e. existing or modified contracts. All CD/DVD files shall be submitted as **Portable Document Format (.pdf)** files.

CD/DVD and File Naming Conventions: The Contractor shall name the CD/DVD with the Contract Number and utilize the following CD/DVD file naming conventions:

- HHSM-500-2013-xxxxxx – Highlighted
- HHSM-500-2013-xxxxxx – Redacted
- HHSM-500-2013-xxxxxx – Pre-Disclosure Concerns

CD/DVD shall be mailed to the CMS FOIA Officer at:

Centers for Medicare & Medicaid Services
Freedom of Information Act Office
ATTN: CMS FOIA Officer
Mailstop: N2-20-16
7500 Security Boulevard
Baltimore, MD 21244-1850

Copy– Correspondence Only (No CD/DVD):
Contracting Officer
Contracting Officer’s Representative (COR)

It should be noted that the CMS FOIA Office makes the final determination as to what information is released to the public, after considering any feedback from OAGM and/or the Contractor.

CMS SECURITY CLAUSE

FAR 52.204-9 Personal Identity Verification of Contractor Personnel.

As prescribed in [4.1303](#), insert the following clause:

PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and **Federal Information Processing Standards Publication (FIPS PUB) Number 201**.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
 - (1) When no longer needed for contract performance.
 - (2) Upon completion of the Contractor employee’s employment.
 - (3) Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor’s employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of clause)

FAR 52.222-54 Employment Eligibility Verification.

As prescribed in [22.1803](#), Insert the following clause:

EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

- (a) Definitions. As used in this clause—
 - “*Commercially available off-the-shelf (COTS) item*”—
 - (1) Means any item of supply that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition at [2.101](#));
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“*Employee assigned to the contract*” means an employee who was hired after November 6, 1986 (after November 27, 2009 in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at [22.1803](#). An employee is not considered to be directly performing work under a contract if the employee—

- (i) Normally performs support work, such as indirect or overhead functions; and
- (ii) Does not perform any substantial duties applicable to the contract.

“*Subcontract*” means any contract, as defined in [2.101](#), entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“*Subcontractor*” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“*United States*”, as defined in [8 U.S.C. 1101\(a\)\(38\)](#), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

- (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at [20 U.S.C. 1001\(a\)](#)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of—

- (i) Enrollment in the E-Verify program; or
- (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The **Department of Homeland Security (DHS)** or the **Social Security Administration (SSA)** may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program.

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to **Homeland Security Presidential Directive (HSPD)-12**, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.

(End of clause)

CMS SECURITY CLAUSE (APR 2016)

a. Applicability

In accordance with OMB Memorandum M-05-24, Implementation of Homeland Security Presidential Directive 12 (HSPD-12): Policy for a Common Identification Standard for Federal Employees and Contractors, dated August 27, 2004, and **Federal Information Processing Standard (FIPS)** PUB Number 201-2, **Personal Identity Verification (PIV)** of Federal Employees and Contractors, CMS must achieve appropriate security assurance for multiple applications by efficiently verifying the claimed identity of individuals seeking physical access to Federally controlled government facilities and/or logical access to federally controlled information systems. Contractors that require routine physical access to a CMS facility and/or routine access to a CMS federally controlled information system will be required to obtain a CMS issued PIV, PIV-I or Locally Based Physical Access card. FIPS PUB 201-2 specifies the architecture and technical requirements for a common identification standard for Federal employees and Contractors.

When a PIV or PIV-I card is provided, it shall be used in conjunction with a compliant card reader and middleware for logical system access. The Contractor shall (1) Include FIPS 201-2 compliant, HSPD-12 card readers with the purchase of servers, desktops, and laptops; and (2) comply with [FAR 52.204-9](#), Personal Identity Verification of Contractor Personnel.

b. Definitions

“*Agency Access*” means access to CMS facilities, sensitive information, information systems or other CMS resources.

“*Applicant*” is a Contractor employee for whom the Contractor submits an application for a CMS identification card.

“*Contractor Employee*” means prime Contractor and subcontractor employees who require agency access to perform work under a CMS contract.

“*Official Station*”— As defined by Federal Travel Regulations, An area defined by the agency that includes the location where the employee regularly performs his or her duties or an invitational traveler’s home or regular place of business. The area may be a mileage radius around a particular point, a geographic boundary, or any other definite domain, provided no part of the area is more than 50 miles from where the employee regularly performs his or her duties or from an invitational traveler’s home or regular place of business. If the employee’s work involves recurring travel or varies on a recurring basis, the location where the work activities of the employee’s position of record are based is considered the regular place of work.

“*Federal Identification Card*” (or “*ID card*”) means a federal government issued or accepted identification card such as a Personal Identity Verification (PIV) card, Personal Identity Verification-Interoperable (PIV-I) card, or a Local-Based Physical Access Card issued by CMS, or a Local-Based Physical Access Card issued by another Federal agency and approved by CMS. “*Issuing Office*” means the CMS entity that issues identification cards to Contractor employees.

“*Locally Based Physical Access Card*” means an access Card that is graphically personalized for visual identification, that does not contain an embedded computer chip, and is only used for physical access.

“*Local Security Servicing Organization*” means the CMS entity that provides security services to the CMS organization sponsoring the contract, **Division of Physical Security and Strategic Information (DPSSI)**.

“*Logical Access*” means the ability for the Contractor to interact with CMS information systems, databases, digital infrastructure, or data via access control procedures such as identification, authentication, and authorization.

“*Personal Identity Verification (PIV) card*,” as defined in FIPS PUB 201-2, is a physical artifact (e.g., identity card, “smart” card) issued to an individual that contains a PIV Card Application which stores identity credentials (e.g., photograph, cryptographic keys, digitized fingerprint representation) so that the claimed identity of the cardholder can be verified against the stored credentials by another person (human readable and verifiable) or an automated process (computer readable and verifiable).

“*Personal Identity Verification-Interoperable (PIV-I) card*” similar to a PIV card, is a physical artifact (e.g., identity card, “smart” card) issued to an individual that contains a PIV Card Application which stores identity credentials (e.g., photograph, cryptographic keys, digitized fingerprint representation) so that the claimed identity of the cardholder can be verified against the stored credentials by another person (human readable and verifiable) or an automated process (computer readable and verifiable). PIV-I cards are issued by a non-federal government entity to non-federal government staff. PIV-I cards are issued in a manner that allows federal relying parties to trust the cards. The PIV-I cards uses the same standards of vetting and issuance developed by the U.S. government for its employees

c. Screening of Contractor Employees

i. Contractor Screening of Applicants

1. Contractor Responsibility: The Contractor shall pre-screen individuals designated for employment under any CMS contract by verifying minimum suitability requirements to ensure that only qualified candidates are considered for contract employment. At the discretion of the government, the government reserves the right to request and/or review Contractor employee vetting processes. The federal minimum suitability requirements can be found below in section (c)(2)—Suitability Requirements, and are also contained in 5 CFR 731.202. The Contractor shall exercise due diligence in pre-screening all employees prior to submission to CMS for agency access.
2. Alien Status: The Contractor shall monitor an alien’s (foreign nationals) continued authorization for employment in the United States. If requested by the Agency, the Contractor shall provide documentation to the **Contracting Officer (CO)** or the **Contracting Officer’s Representative (COR)** that validates that the **Employment Eligibility Verification (e-Verify)** requirement has been met for each Contractor or sub-Contractor employee working on the contract in accordance with Federal Acquisition Regulation (FAR) 52.222-54 – Employment Eligibility Verification.
3. Residency Requirement: All CMS Contractor applicants shall have lived in the United States at least three (3) out of the last five (5) years prior to submitting an application for a Federal ID Card. CMS will process background investigations for foreign nationals in accordance with **Office of Personnel Management (OPM)** guidance. Contractor employees who worked for the U.S. Government as an employee overseas in a Federal or military capacity; and/or been a dependent of a U.S. Federal or military employee serving

overseas, must be able to provide state-side reference coverage. State-side coverage information is required to make a suitability or security determination. Examples of state-side coverage information include: the state-side address of the company headquarters where the applicant's personnel file is located, the state-side address of the Professor in charge of the applicant's "Study Abroad" program, the religious organization, charity, educational, or other non-profit organization records for the applicant's overseas missions, and/or the state-side addresses of anyone who worked or studied with the applicant while overseas.

4. Selective Service Registration: All males born after December 31, 1959, must meet the Federal Selective Service System requirements as established on www.sss.gov.

ii. Identification Card Application Process

ID Card Sponsor: The CMS Contracting Officer's Representative (COR) will be the CMS ID card Sponsor and point of contact for the Contractor's application for a CMS ID card. The COR will review and approve/deny the HHS ID Badge Request before the form is submitted to the CMS, **Office of Support Services and Operations, (OSSO), Division of Personnel Security Services (DPS)**, for processing. If approved, an applicant may be issued either a **Personal Identity Verification (PIV)** or PIV- I card that meets the standards of HSPD-12 or a Local-Based Physical Access Card.

Contractor Application Required Submissions: All applicants shall submit an HHS ID Badge Request form for issuance of a Federal ID Card. Unless otherwise directed by the ID Card Sponsor or DPS, applicants are required to electronically submit the request form via CMS' **Enterprise User Administration (EUA) Electronic Front-end Interface (EFI)** system, which is located at <https://eua.cms.gov/efi>. To assist users with the application process, a user's guide is located at: <https://www.cms.gov/About-CMS/Contracting-With-CMS/ContractingGeneralInformation/Contracting-Policy-and-Resources.html>

The EUA users guide link should be used to obtain the most current instructional guidance.

PIV Training: Contractors who need PIV or PIV-I card shall complete HHS PIV Applicant Training, which is found at <https://www.cms.gov/About-CMS/Contracting-With-CMS/ContractingGeneralInformation/Contracting-Policy-and-Resources.html>. A copy of the completion certificate shall be included with the EFI application.

CMS Applicant Evaluations: CMS will evaluate an applicant's required access level. Once the review is complete and accepted for further processing, the applicant will be contacted by DPS to submit the below information, as applicable.

1. **e-QIP:** Contractor employees will be required to submit information into e-QIP, a web-based automated system that is designed to facilitate the processing of standard investigative forms used when conducting background investigations for Federal security, suitability, fitness and credentialing purposes.
2. **Fingerprints:** Instructions for obtaining fingerprints will be provided by CMS, OSSO, DPS.
3. **OF 306:** Contractor employees may be required to complete the Optional Form (OF) 306, Declaration for Federal Employment which can be found at https://www.opm.gov/forms/pdf_fill/of0306.PDF.
4. **Access to Restricted Area(s):** The CMS COR will initiate all Federal ID card holders' physical access requests via **Physical Access Control System (PACS) Central** at <https://pam.cms.local>.

Suitability Requirements: CMS may decline to grant agency access to a Contractor employee including, but not limited to, any of the criteria cited below:

1. Misconduct or negligence in employment;
2. Criminal or dishonest conduct;
3. Material, intentional false statement, or deception or fraud in examination or appointment;
4. Refusal to furnish testimony as required by § 5.4 of 5 CFR 731.202;
5. Alcohol abuse, without evidence of substantial rehabilitation, of a nature and duration that suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of the applicant or appointee or others;
6. Illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation;
7. Knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force; and
8. Any statutory or regulatory bar which prevents the lawful employment of the person involved in the position in question.

Badge Issuance: Upon approval of the badging application process and prior to starting work on the contract, applicants whose official station is located within 50 miles from CMS' central office or one of its regional offices will be contacted to appear in person, at least two times (estimated at one hour for each visit), and shall provide two (2) original forms of identity source documents in order to generate the badge/ID. The identity source documents shall come from the list of acceptable documents included in FIPS 201-2, located at <http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.201-2.pdf>. At least one (1) document shall be a valid State or Federal government-issued picture ID. PIV-I mobile enrollment stations will be made available for applicants that have an official station more than 50 miles from CMS or any of its regional offices, and the employee will not need to travel to a CMS Office. The Contractor will be contacted by CMS for further instructions on the badging process in this scenario.

d. CMS Position Designation Assessment

CMS will assign a risk and sensitivity level designation analysis to the overall contract and/or to Contractor employee positions by category, group or individual. The risk and sensitivity level designations will be the basis for determining the level and type of personnel security investigations required for Contractor employees. At a minimum, the FBI National Criminal History Check (fingerprint check) must be favorably adjudicated. Additionally, the OPM [e-OIP](#) and other required forms must be accepted by DPS before a CMS identification card will be issued.

e. Post Badging Training Requirements:

Contractor employees that receive an HHS ID Badge are expected to complete the following online trainings each year, according to the timeframes indicated below, and annually thereafter. The below list is not all inclusive and the COR may indicate training that must be taken in addition to the below:

- i. **Security and Insider Threat Awareness and Training (30 days after receiving badge):**
This course outlines the role of Contractors with regard to protecting information and ensuring the secure operation of CMS federally controlled information systems. Estimated time to complete is one hour.
- ii. **Computer Based Training (CBT) (within 3 days of approved EUA account):** This training offers several modules to familiarize contractor employees with features of CMS' webinar service. Estimated time to complete is one hour.

f. Background Investigation and Adjudication

Upon contract award and receipt of an HHS ID Badge Request, CMS will initiate the Agency Access procedures, to include a background investigation.

CMS may accept favorable background investigation adjudications from other Federal agencies when there has been no break in service. A favorable adjudication does not preclude CMS from initiating a new investigation when deemed necessary. Each CMS sponsored Contractor shall use the OPM [e-QIP](#) system to complete any required investigative forms.

The Contractor remains fully responsible for ensuring contract performance pending completion of background investigations of Contractor personnel. Employees that do not require access to CMS federally controlled information systems, facilities, or sensitive information in order to perform their duties may begin work on a contract immediately and need not submit an HHS ID Badge Request.

- i. Failure to cooperate with OPM or Agency representatives during the background investigation process is considered grounds for removal from the contract.
- ii. DPS may provide written notification to the Contractor employee, with a copy to the COR, of all suitability/non-suitability decisions. A CMS adjudicative decision (based on criminal history results or completed investigation results) is final, and is not subject to appeal.
- iii. Contractor personnel for whom DPS determines to be ineligible for ID issuance will be required to cease working on the contract immediately.
- iv. The Contractor shall immediately submit an adverse information report, in writing to the CO with a copy to the COR, of any adverse information regarding any of its employees that may impact their ability to perform under this contract. Reports should be based on reliable and substantiated information, not on rumor or innuendo. The report shall include, at a minimum, the Contractor employee's name and associated contract number along with the adverse information. The COR will forward the adverse information report to the DPS for review and/or action.
- v. At the Agency's discretion, Contractor personnel may be provided an opportunity to explain or refute unfavorable information before an adjudicative decision is rendered on whether or not to withdraw the Federal ID from the individual in question. Under the provision of the Privacy Act of 1974, Contractor personnel may request a copy of their own investigation by submitting a written request to the OPM **Federal Investigative Services (FIS) Freedom of Information (FOI)** office. The following OPM-FOI link is being provided to afford one the instructions for obtaining a copy of one's file: <https://www.opm.gov/investigations/freedom-of-information-and-privacy-act-requests/>.

g. Background Investigation Cost

The government will bear the cost of background investigations that are performed at the direction of CMS' personnel security representatives by the Federal government's approved and designated background investigation service provider, the OPM.

At the Agency's discretion, if an investigated Contractor employee leaves the employment of the Contractor, or otherwise is no longer associated with the contract within one (1) year from the date the background investigation was completed, the Contractor may be required to reimburse CMS for the full cost of the investigation. Depending upon the type of background investigation conducted and the cost incurred by CMS, the Contractor cost will be determined based upon the current OPM fiscal year billing rates, which can be found at <http://www.opm.gov/investigations/background-investigations/federal-investigations-notice>. The amount to be paid by the Contractor shall be due and payable when the CO

submits a written letter notifying the Contractor as to the cost of the investigation. The Contractor shall pay the amount due within thirty (30) days of the date of the CO's letter by check, made payable to the "United States Treasury." The Contractor shall provide a copy of the CO's letter as an attachment to the check and submit both to the Office of Financial Management at the following address:

Centers for Medicare & Medicaid Services
PO Box 7520
Baltimore, Maryland 21207

h. Identification Card Custody and Control

The Contractor is responsible for the custody and control of all forms of Federal identification issued by CMS to Contractor employees. The Contractor shall immediately notify the COR when a Contractor employee no longer requires agency access due to transfer, completion of a project, retirement, removal from work on the contract, or termination of employment. Return all CMS Federal ID cards to:

The Centers for Medicare and Medicaid Services
Attn: DPS, Mailstop: SL-17-06
7500 Security Boulevard
Baltimore, Maryland 21244

The Contractor shall also ensure that Contractor employees comply with CMS requirements concerning the renewal, loss, theft, or damage of an ID card.

Failure to comply with the requirements for custody and control of CMS issued ID cards may result in a delay in withholding final payment or contract termination, based on the potential for serious harm caused by inappropriate access to CMS facilities, sensitive information, information systems or other CMS resources.

- i. **Renewal:** A Contractor employee's CMS issued ID card is valid for a maximum of five (5) years and 9 months or until the contract expiration date (including option periods), whichever occurs first. The renewal process should begin six weeks before the ID card expiration date by contacting the COR. If an ID card is not renewed before it expires, the Contractor employee will be required to sign-in daily for facility access and may have limited access to information systems and other resources. Contractor ID card certificate(s) require yearly updates from the issuance date. The yearly updates should be coordinated between the contractor and the COR.
- ii. **Lost/Stolen:** Immediately upon detection that an ID card is lost or stolen, the Contractor or Contractor employee shall report a lost or stolen ID card to the COR and the local security servicing organization at SECURITY@cms.hhs.gov. The Contractor shall also submit an Incident Report within 48 hours, to the COR, DPS at Badging@cms.hhs.gov, and the local security servicing organization. The Incident Report shall describe the circumstances of the loss or theft. If the loss or theft is reported by the Contractor to the local police, a copy of the police report shall be provided to the COR. The Contractor employee shall sign in daily for facility access and may have limited access to information systems and other resources until the replacement card is issued.
- iii. **Replacement:** An ID card will be replaced if it is damaged, contains incorrect data, or is lost or stolen for more than three (3) days, provided there is a continuing need for agency access to perform work under the contract.

In the event that the [PIV card](#) or certificate(s) are not renewed in a timely fashion, or the ID card requires replacement due to being lost, stolen, or damaged, the contractor employee will go through the “[Badge Issuance](#)” process again as described in above in section (c)(2). In any of these events, contact your COR to coordinate the appropriate next steps.

i. Surrender ID Cards/Access Cards, Government Equipment

CMS reserves the right to suspend or withdraw ID card access at any time for any reason. Access will be restored upon the resolution of the issue(s).

Upon notification that routine access to CMS facilities, sensitive information, federally controlled information systems or other CMS resources is no longer required, the Contractor shall surrender the CMS issued ID card, access card, keys, computer equipment, and other government property to the CMS COR or directly to CMS at the address referenced above in section (f). DPS Contractor personnel who do not return their government issued property within 48 hours of the last day of authorized access to CMS, may be permanently barred from CMS systems and facilities and may be subject to fines and penalties, as authorized by applicable Federal or State laws.