

Program 3006-S Term Date of Award To 03/31/2020  
 TITLE: Enrollment and Eligibility (EED) Final Letters

ITEM NO	DESCRIPTION	BASIS OF AWARD	Gray Graphics 190-38435		Lithexcel 300-52436		NPC, Inc. 370-64115	
			UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST
I.	<b>PRINTING/IMAGING, BINDING, AND CONSTRUCTION:</b> Prices offered shall include the cost of all required materials and operations (including the proofs and prior to production samples) necessary for the printing/imaging, binding, and construction of the products listed in accordance with these specifications.							
(a)	<b>*Daily Makeready/Setup Charge</b>	250	200.00	\$ 50,000.00	80.00	\$ 20,000.00	400.00	\$ 100,000.00
	*Contractor will be allowed one (1) makeready/setup charge per workday (maximum 5 per print order). This combined charge shall include all materials and operations necessary to makeready and/or setup the contractor's equipment for all mailers run each day. Invoices submitted with more than one makeready/setup charge per workday will be disallowed.							
(b)	<b>Letter - Printing face only in black and variable imaging in black only, including binding. Per 1,000 letters.</b>	25	120.00	\$ 3,000.00	35.00	\$ 875.00	27.40	\$ 685.00
(c)	<b>Letter - Printing face and back in black and variable imaging in black only, including binding. Per 1,000 letters.</b>	75	130.00	\$ 9,750.00	45.00	\$ 3,375.00	32.60	\$ 2,445.00
(d)	<b>Insert - Printing face and back in black ink only, including binding. Per 1,000 inserts.</b>	35	130.00	\$ 4,550.00	45.00	\$ 1,575.00	16.15	\$ 565.25
(e)	<b>Insert - Printing face and back in four-color process, including binding. Per 1,000 inserts.</b>	35	250.00	\$ 8,750.00	100.00	\$ 3,500.00	9.98	\$ 349.30
(f)	<b>Envelope - Printing in one ink only, including security tint and construction. Per 1,000 envelopes.</b>	100	100.00	\$ 10,000.00	20.00	\$ 2,000.00	22.80	\$ 2,280.00
II.	<b>PAPER:</b> Payment for all paper supplied by the contractor under the terms of these specifications, as ordered on the individual task order, will be based on the net number of leaves furnished for the product(s) ordered. The cost of any paper required for makeready or running spoilage must be included in the prices offered.  Computation of the net number of leaves will be based on the following:  Letter: A charge will be allowed for each page-size leaf. Insert: A charge will be allowed for each page-size leaf. Envelope: One leaf will be allowed for each envelope.							
(a)	<b>Letter: White 25% Bond (20-lb). Per 1,000 leaves.</b>	100	20.00	\$ 2,000.00	35.00	\$ 3,500.00	24.43	\$ 2,443.00
(b)	<b>Insert: White and Colored Writing (20-lb). Per 1,000 leaves.</b>	70	30.00	\$ 2,100.00	15.00	\$ 1,050.00	8.95	\$ 626.50
(c)	<b>Envelope: White Writing Envelope (24-lb). Per 1,000 leaves.</b>	100	40.00	\$ 4,000.00	18.00	\$ 1,800.00	22.81	\$ 2,281.00
III.	<b>PACKAGING AND DISTRIBUTION:</b>  Prices offered must include the cost of all required materials and operations necessary for the mailing of the letters including the cost of collating letters (single or multiple leaves) and required insert in proper sequence, folding to required size in accordance with these specifications, insertion of letter/insert into No. 10 envelope, NCOA/CASS certifications; and, delivery of the mailers to the post office in accordance with these specifications.							
	<b>Mailers. Per 1,000 mailers.</b>	100	100.00	\$ 10,000.00	15.00	\$ 1,500.00	344.50	\$ 34,450.00
IV.	<b>PROCESSING UNDELIVERABLE/RETURNED MAIL:</b>  Processing undeliverable/returned mail, including destruction. Per mailer.							
		500	3.00	\$ 1,500.00	0.05	\$ 25.00	0.27	\$ 135.00
<b>CONTRACTOR TOTALS</b>				\$ 105,650.00		\$ 39,200.00		\$ 146,260.05
<b>DISCOUNT</b>			2%	\$ 2,113.00	1%	\$ 392.00	0.25%	\$ 365.65
<b>DISCOUNTED TOTALS</b>			20 days	\$ 103,537.00	20 days	\$ 38,808.00	20 days	\$ 145,894.40

AWARDED

Reviewed by: \_\_\_\_\_

U.S. GOVERNMENT PUBLISHING OFFICE  
Seattle, WA

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

***Enrollment and Eligibility (EED) Final Letters***

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

U.S. Department of Veterans Affairs

Single Award

**TERM OF CONTRACT:** The term of this contract is for the period beginning Date of Award and ending March 31, 2020, plus up to four (4) optional 12-month extension period(s) that may be added in accordance with the “OPTION TO EXTEND THE TERM OF THE CONTRACT” clause in SECTION 1 of this contract.

**NOTE: Testing of the electronic transmission of files from VA to the production facility will take place after award. Live production will begin within 90 calendar days after award.**

**BID OPENING:** Bids shall be publicly opened at 2:00 p.m., prevailing Seattle, WA time, on April 9, 2019.

**BID SUBMISSION:** Submit bid in pre-addressed envelope furnished with solicitation or send to: U.S. Government Publishing Office, 4735 E. Marginal Way South, Suite 111, Seattle, WA 98134. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO Seattle Regional Fax No. (206) 764-6706. The program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2, as revised January 2018. Hand delivered bids are to be taken to: GPO Seattle, 4735 E. Marginal Way South, Suite 111, Seattle, WA 98134, between the hours of 8:00 a.m. and 4:00 p.m., Pacific Time, Monday through Friday. The contractor is to follow the instructions in the bid submission/opening area. If further instruction or assistance is required, call (206) 764-3726.

**BIDDERS, PLEASE NOTE:**

- GPO has issued a new *GPO Publication 310.2, GPO Contract Terms - Solicitation Provisions, Supplemental Specifications, and Contract Clauses (Rev 1-18)*. Prospective bidders should carefully read this publication as the applicable terms within become an integral part of this contract. The document is posted at <https://www.gpo.gov/how-to-work-with-us/vendors/forms-and-standards> along with a list of major revisions.
- The GPO 910 “BID” Form is no longer required. Bidders are to fill out, sign/initial, as applicable, all pages of SECTION 4. – SCHEDULE OF PRICES.

**THIS IS A NEW PROGRAM. THERE IS NO ABSTRACT AVAILABLE.**

For information of a technical nature, contact Felicia Buchko at [fbuchko@gpo.gov](mailto:fbuchko@gpo.gov) or (206) 764-3726.

## SECTION 1. – GENERAL TERMS AND CONDITIONS

**GPO CONTRACT TERMS:** Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 1-18)) and GPO Contract Terms, Quality Assurance through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (Rev. 8-02)).

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

GPO QATAP (GPO Publication 310.1) – <https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/qatap.pdf>.

**SUBCONTRACTING:** Subcontracting for the manufacturing of the No. 10 envelopes only is allowed.

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

Product Quality Levels:

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

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

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

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

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	O.K. Prior to Production Samples/ O.K. Proofs/Electronic Media
P-9. Solid and Screen Tint Color Match	Pantone Matching System

Prior to award, contractor may be required to provide information related to specific equipment that will be used for production

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

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

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

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from Date of Award to March 31, 2020, 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 December 31, 2018, 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.

**WARNING:** All contractors and contractor personnel shall be subject to the Federal laws, regulations, standards, and VA Directives and Handbooks, regarding information system security as delineated in this contract. Contractors must follow policies and procedures outlined in VA Directive 6500, *Information Security Program* and its handbooks to ensure appropriate security controls are in place.

It is the contractor’s responsibility to properly safeguard personally identifiable information (PII) and protected health information (PHI) from loss, theft, or inadvertent disclosure and to immediately notify the Government of any loss of PII or PHI (as defined under “SECURITY REQUIREMENTS, *VA Information Custodial Requirements.*”)

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

The contractor shall not retain or distribute, in any form, any part of the materials furnished by the Government which are not consumed in the preparation of the work, or which are generated as a result of this contract. Proper control and handling must be maintained at all times to prevent any information, data, or materials required to produce the products ordered under these specifications from falling into unauthorized hands.

All erroneous copies produced by the contractor are to be destroyed by means of abrasive destruction, burning, shredding, or other method that guarantees complete protection against access. (See “PREAWARD SURVEY, *Disposal of Waste Materials.*”)

**SECURITY REQUIREMENTS:** *For the purposes of this contract, the Contracting Officer's Representative (COR) will be a VA representative. The terms "vendor" and "contractor" are used interchangeably. Additionally, all references to "subcontractor" are to be disregarded as subcontracting is only allowed for the manufacturing of envelopes (see "SUBCONTRACTING" specified herein).*

This contract has been designated Public Trust Position Level 1 (Limited). Due to the sensitive nature of the information contained in the products produced under this contract, contractor employees performing under this contract will be subject to a thorough civil and criminal background check. "Performing under this contract" is defined as working on-site at a VA facility (including visiting the VA site for any reason) or having access to Government programmatic or sensitive information.

The contractor shall submit a completed Contractor Background Investigation Request Form for each contractor employee who will be working on this contract within seven (7) calendar days of contract award. VA will process all required background checks. Contractor employees are required to be fingerprinted within 14 calendar days of contract award, unless otherwise notified by VA. It is the responsibility of the contractor to ensure fingerprint cards are processed through their local police departments or other authorized finger printers. VA will provide additional information on fingerprinting requirements at contract award. (See Attachment A, "Contractor Background Investigation Request Form.")

The general requirements as listed below are required of any new and current contractor employees performing contract work, and any project supervisors and management officials who have access to Government sensitive information.

The contractor is responsible for updating the background investigation template as personnel are added to the contract. The contractor must submit the updated roster to the Contracting Officer within seven (7) calendar days after the added personnel are approved by VA. The background investigation forms and fingerprinting must be completed within seven (7) calendar days of the personnel being added to the contract.

***Protection of Confidential Information –***

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

6. All confidential information obtained from VA for use in the performance of this contract shall, at all times, be stored in an area that is physically safe from unauthorized access. (See "PREAWARD SURVEY, *Security Control Plan - Production Area.*")
7. The Government reserves the right to conduct on-site visits to review the contractor's documentation and in-house procedures for protection of confidential information. (See "PREAWARD SURVEY.")

***Access to VA Information and VA Information System –***

1. A contractor shall request logical (technical) and/or physical access to VA information and VA information systems for employees, subcontractors, and affiliates only to the extent necessary: (1) to perform the services specified in the contract; (2) to perform necessary maintenance functions for electronic storage or transmission media necessary for performance of the contract; and, (3) for individuals who first satisfy the same conditions, requirements and restrictions that comparable VA employees must meet in order to have access to the same type of VA information.
2. All contractors, subcontractors, and third-party servicers and associates working with VA Sensitive Information are subject to the same investigative requirements as those of regular VA appointees or employees who have access to the same types of information. The level of background security investigation will be in accordance with VA Directive 0710, Handbook 0710, which are available at: <http://www1.va.gov/vapubs/> and VHA Directive 0710 and implementing Handbook 0710.01 which are available at: <http://www1.va.gov/vhapublications/index.cfm>. Contractors are responsible for screening their employees. The following are VA's approved policy exceptions for meeting VA's background screenings/investigative requirements for certain types of contractors:

- Contract personnel not accessing VA information resources such as personnel hired to maintain the medical facility grounds; construction contracts; utility system contractors; etc.
- Contract personnel with limited and intermittent access to equipment connected to facility networks on which no VA sensitive information is available, including contractors who install, maintain, and repair networked building equipment, such as fire alarm; heating, ventilation, and air conditioning equipment; elevator control systems, etc. If equipment to be repaired is located within sensitive areas of a VA facility (e.g., computer room/communications closets), VA IT staff must escort contractors while on-site.
- Contract personnel with limited an intermittent access to equipment connected to facility networks on which limited VA sensitive information may reside including medical equipment. Contractors who install, maintain, and repair networked medical equipment such as CT scanners, EKG systems, ICU monitoring, etc.

In this case, Veterans Health Administration facilities must have a duly executed VA business associate agreement (BAA) n place with the contractor in accordance with the VHA Handbook 1600.01, Business Associates, to assure compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in addition to this contract. Contract personnel, if on site, must be escorted by VA IT staff.

3. Contract personnel who require access to national security programs must have a valid security clearance. The National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

4. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.
5. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

***VA Information Custodial Requirements –***

1. Information made available to the contractor by VA for the performance and/or administration of this contract or information developed by the contractor/subcontractor in performance and/or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor's rights to use data as described in Rights in Data - General, Federal Acquisition Regulation (FAR) 52.227-14(d) (1).
2. Information generated by a contractor as a part of the contractor's normal business operations, such as medical records created in the course of providing treatment, is subject to a review by the Office of General Counsel (OGC) to determine if the information is the property of VA and subject to VA policy. If the information is determined by OGC to not be the property of VA, the restrictions required for VA information will not apply.
3. VA information will NOT be commingled, if possible, with any other data on the contractor/subcontractor's information systems/media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on-site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.
4. Prior to termination or completion of this contract, the contractor/subcontractor will not destroy information received from VA or gathered or created by the contractor in the course of performing this contract without prior written approval by VA. Any data destruction done on behalf of VA by a contractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, and applicable VA Records Control Schedules and VA Handbook 6500.1, *Electronic Media Sanitization*. These Directives are available at: <https://www.va.gov/vapubs/>. <http://www1.va.gov/vapubs/> Self-certification by the contractor that the data destruction requirements above have been met must be sent to the Contracting Officer within 30 days of termination of the contract.
5. The contractor will receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. Applicable Federal information security regulations include all Federal Information Processing Standards (FIPS) and Special Publications (SP) issued by the National Institute of Standards and Technology (NIST). If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies, including FIPS or SP, in this contract.

6. Contractors collecting, storing, or disseminating personal identifiable information (PII) or protected health information (PHI) data must conform to all pertinent regulations, laws, and VA directives related to privacy. Contractors must provide access for VA privacy reviews and assessments and provide appropriate documentation as directed.

Personally identifiable information is defined as any information which can be used to distinguish or trace and individual's identity, such as their name, social security number, Veterans identification 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.

Protected health information is any information which can be used to identify an individual such as their medical histories, mental health conditions, insurance information, etc.

7. The contractor shall not make copies of VA information except as necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.
8. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for the Government to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under the Federal Acquisition Regulation (FAR) part 12 or GPO Printing Procurement Regulations (GPO Publication 305.3).
9. If a Veterans Health Administration (VHA) contract is terminated for cause, the associated business associate agreement (BAA) will also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01 Business Associates.
10. The contractor/subcontractor must store, transport or transmit VA sensitive information in an encrypted form, using a VA-approved encryption application that meets the requirements of NIST's FIPS 140-2 standard.
11. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA directives are available on the VA directives Web site at <https://www.va.gov/vapubs/>. As well, VA Configuration Guidelines are available upon request.
12. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (1) in response to a qualifying order of a court of competent jurisdiction; or, (2) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to VA Contracting Officer for response.
13. Notwithstanding the provision above, the contractor/subcontractor shall NOT release VA records protected by 38 U.S.C. 5705, confidentiality of medical quality assurance records and /or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order of other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other inquiries to VA COR and GPO Contracting Officer for response.
14. The contractor will not use technologies banned in VA in meeting the requirements of the contract (e.g., Bluetooth enabled devices).



15. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require assessment and authorization (A&A) or an Memorandum of Understanding – Interconnection Security Agreement (MOU-ISA), the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it the Contracting Officer's Representative (COR).

***Information System Design and Development –***

1. Information systems that are designed or developed for, or on behalf of, VA at non-VA facilities shall comply with all VA policies developed in accordance with Federal Information Security Management Act (FISMA), Health Insurance Portability and Accountability Act (HIPAA), NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, VA Information Security Program). During the development cycle, a privacy impact assessment will be completed, provided to the VA representative, and approved by the VA Privacy Service in accordance with VA Privacy Impact Assessment Directive 6507.

The contractor/subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or the VA. The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA approved and FDCC configuration.

Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

2. The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37 and VA Handbook 6500.
3. The contractor/subcontractor will be required to design, develop, or operate a System of Records on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties. *(NOTE: Contractor is to retain records for a period of no less than 120 calendar days subsequent to the date of the check tendered for final payment by the GPO.)*
4. The contractor/subcontractor agrees to –
  - (a) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies the systems of records; and the design, development, or operation work that the contractor/subcontractor is to perform;
  - (b) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and,
  - (c) Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

5. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function.

For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the contractor is considered to be an employee of the agency.

6. "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records, including the collection, use, maintenance, and dissemination of records.
7. "Record" means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint, or a photograph.
8. "System of records on individuals" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as "Systems"), throughout the life of the contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, hotfixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.

The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than seven (7) calendar days.

When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 10 calendar days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within 10 calendar days.

All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based on risk, but within 60 calendar days of discovery or disclosure. Exceptions to this paragraph (e.g. for the convenience of VA) shall only be granted with approval of the Contracting Officer and the VA Assistant Secretary for Office of Information and Technology.

***Information System Hosting, Operation, Maintenance and/or Use –***

1. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors/subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The contractor's security control procedures must be identical, not equivalent, to those procedures used to secure VA systems. A privacy impact assessment (PIA) must also be provided to the VA representative and approved by VA Privacy Service prior to operational approval. All external Internet connections involving

VA information must be reviewed and approved by VA prior to implementation. (See Attachment B, "Contractor Rules of Behavior.")

2. Adequate security controls for collecting, processing, transmitting, and storing of personally identifiable information, as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls need to be stated within the PIA and supported by a risk assessment. If these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.
3. Outsourcing (contractor facility/contractor equipment/contractor staff) of systems or network operations, telecommunications services, or other managed services requires assessment and authorization (A&A) of the contractor's systems in accordance with NIST Special Publication 800-37 and VA Handbook 6500 and a privacy impact assessment of the contractor's systems prior to operation of the systems. Government-owned (Government facility/Government equipment), contractor-operated systems, third party or business partner networks require a system interconnection agreement and a memorandum of understanding (MOU-ISA) which detail what data types will be shared, who will have access, and the appropriate level of security controls for all systems connected to VA networks.
4. The contractor/subcontractor must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA Contracting Officer and the Information Security Officer (ISO) for entry into VA's Plan of Action and Milestone management process. The contractor will use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the Government. Contractor/subcontractor procedures will be subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor activities will also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the A&A of the system may need to be reviewed, retested and re-authorized per VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, and Contingency Plan). The Certification Program Office can provide guidance on whether a new A&A would be necessary.

The contractor/subcontractor must conduct an annual self-assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COR. The Government reserves the right to conduct such an assessment using Government personnel or another contractor/subcontractor. The contractor/subcontractor must take appropriate and timely action to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.

If non-VA owned equipment must be used to fulfill the requirements of the contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for Government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA-approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

5. All electronic storage media used on non-VA leased or owned IT equipment that is used to store, process, or access VA sensitive information must have all VA sensitive information removed, cleared, sanitized, or destroyed in accordance with VA policies and procedures upon: (1) completion or termination of the contract or (2) disposal or return of the IT equipment by the contractor or any person acting on behalf of the contractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors/subcontractors that contain VA information must be returned to the VA for sanitization or

destruction or the contractor/subcontractor must self-certify that the media has been disposed of per VA Handbook 6500.1 requirements. This must be completed within 30 calendar days of termination of the contract. Contractor must have physical and environmental security controls to protect system, buildings and related infrastructures from individuals and environmental threats. Building physical security requirements will meet or exceed the physical security standards and practices as established with VA Directives and Handbook 0730, Security and Law Enforcement. There will be an Annual physical security survey conducted. Specific requirements and options are found in VA Directive and Handbook 0730 appendix B (Agent Cashier).

***Security Incident Investigation –***

1. The term “security incident” means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the GPO and VA representative and simultaneously, the designated ISO/Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.
2. To the extent known by the contractor/subcontractor, the contractor’s notice to GPO and VA will identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information/assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.
3. The contractor/subcontractor will simultaneously report the incident to the appropriate law enforcement entity(ies) of jurisdiction, including the GPO and VA Offices of the Inspector General and Security and Law Enforcement, in instances of theft or break-in or other criminal activity. The contractor, its employees and its subcontractors and their employees will cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor will cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

The contractor/subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term “data breach” means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

Each risk analysis shall address all relevant information concerning the data breach, including the following:

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
  - (a) date of occurrence;
  - (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;

- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
  - (6) Amount of time the data has been out of VA control;
  - (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
  - (8) Known misuses of data containing sensitive personal information, if any;
  - (9) Assessment of the potential harm to the affected individuals;
  - (10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and
  - (11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.
4. To the extent practicable, the contractor shall mitigate any harmful effects on individuals whose VA Information was accessed or disclosed in a security incident. In the event of a data breach with respect to any VA sensitive information processed or maintained by the contractor under the contract, the contractor is responsible for liquidated damages to be paid to VA.
5. If a security incident (as described above) occurs at the contractor's facility, the actual damage to the Government for the incident will be difficult or impossible to determine. Therefore, pursuant to the "Liquidated Damages" clause (GPO Contract Terms, Publication 310.2), in lieu of actual damages, the contractor shall pay to the Government as fixed, agreed, and liquidated damages for each record, or part thereof, involved in the incident, the amount set forth below. Liquidated damages will be assessed against that record, or part thereof, which has been compromised. Liquidated damages will not be assessed against that record or part thereof that has not been compromised. The amount of damages will be computed at \$37.50 per record, or part thereof, compromised; *provided* that the minimum amount of liquidated damages shall not be less than \$5.00 for the entire order and not more than 50% of the total value of the entire order. The total damages assessed against a contractor shall in no case exceed 50% of the total value of the entire order. Payment of an order will be withheld until evidence of steps taken to prevent the recurrence of a security incident has been taken. VA liquidated damages per affected individual will be used to cover the cost of providing credit protection services to affected individuals.

#### ***Security Controls Compliance Testing –***

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within this contract. With 10 workday's notice, at the request of the Government, the contractor will fully cooperate and assist in a Government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The Government may conduct a security control assessment on shorter notice (to include unannounced assessments) determined by VA in the event of a security incident or at any other time.

#### ***Security Training –***

1. All contractor employees requiring access to VA sensitive information and/or VA information systems shall complete the following before being granted access to VA networks or sensitive information:
  - Sign and acknowledge (either manually or electronically) understanding of, and responsibilities for, compliance with the VA Security Rules of Behavior relating to access to VA information and information systems (see Attachment B);

- Successfully complete VA Cyber Security Awareness and Rules of Behavior training and annual refresher training as required;
  - Successfully complete the appropriate VA Privacy training and annual refresher training as required; and
  - Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access.
2. The contractor shall provide to the Contracting Officer a copy of the training certificates for each applicable employee (for the required training as stated above) within seven (7) calendar days of notification of contract award and annually thereafter, as required. These online courses are located at the following web site: <https://www.tms.va.gov/SecureAuth35/>.
  3. Failure to complete this mandatory training and sign the Rules of Behavior within the timeframe required will be grounds for suspension or termination of all physical and/or electronic access privileges and removal from work on the contract until such time as the training is completed.

***Contractor Personnel Security –***

1. All contractor employees who require access to the Department of Veterans Affairs' computer systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Security and Investigations Center (07C). The level of background security investigation shall be in accordance with VA Directive 0710, dated May 18, 2007, and is available at: <https://www.va.gov/vapubs/> (VA Handbook 0710, Appendix A, and Tables 1 - 3).

Appropriate Background Investigation (BI) forms shall be provided upon contract award and are to be completed and returned to the VA Security and Investigations Center (07C) within three (3) calendar days for processing. Contractor shall be notified by 07C when the BI has been completed and adjudicated. If the security clearance investigation is not completed prior to the start date of the contract, the employee shall not work on the contract while the security clearance is being processed. Work will commence as soon as the contractor and the contractor employee receives an email message that states the following: *“We show that the background investigation request on the individual listed below has been completed, and the case has been initiated by the Security Investigations Center.”* When the case is completed, all adjudicative paperwork will be returned to the requesting office. This email may be provided to the Station ISO as proof the investigation has been initiated and access can be granted. This notice does NOT ensure completion of VetPro or other required security training. Those individuals that require VetPro Credentialing or additional security training must receive those completion notifications from the proper authority prior to start date of contract.

2. The investigative history for contractor personnel working under this contract must be maintained in the databases of either the Office of Personnel Management (OPM) or the Defense Security Service (DSS). Should the contractor use a vendor other than OPM or DSS to conduct investigations, the investigative company must be certified by OPM/DSS to conduct contractor investigations.

***Background Investigation –***

The position sensitivity impact for this effort has been designated as Low Risk, and the level of background investigation is NACI.

***Contractor Responsibilities –***

1. The contractor shall bear the expense of obtaining background investigations. If the investigation is conducted by OPM through the VA, the contractor shall reimburse the VA within 30 calendar days of receipt of an invoice from VA.
2. Background investigations from investigating agencies other than OPM/DSS are permitted if the agencies possess an OPM and Defense Security Service certification. The Vendor Cage Code number must be provided to the Security and Investigations Center (07C), which shall verify the information and advise the Contracting Officer whether access to the computer systems can be authorized.
3. The contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain a U.S. citizenship and are able to read, write, speak, and understand the English language.
4. After contract award but prior to contract performance, the contractor shall submit a completed Background Investigation Request Worksheet for each contractor employee who will be working on this contract. (See Attachment A, "Contractor Background Investigation Request Form.")
5. The contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract.
6. Failure to comply with the contractor personnel security requirements may result in termination of the contract for default.
7. Further, the contractor shall be responsible for the actions of all individuals provided to work for the VA under this contract. In the event that damages arise from work performed by contractor provided personnel, under the auspices of this contract, the contractor shall be responsible for all resources necessary to remedy the incident.

***Government Responsibilities –***

1. The VA Security and Investigations Center (07C) shall provide the necessary forms to the contractor or to the contractor's employees after receiving a list of names and addresses.
2. Upon receipt, the VA Security and Investigations Center (07C) shall review the completed forms for accuracy and forward the forms to OPM to conduct the background investigation. The VA facility shall pay for investigations conducted by the OPM in advance. In these instances, the contractor shall reimburse the VA facility within 30 calendar days of receipt of invoice from VA.
3. The VA Security and Investigations Center (07C) shall notify the VA representative and contractor after adjudicating the results of the background investigations received from OPM.
4. The VA representative will ensure that the contractor provides evidence that investigations have been completed or are in the process of being requested.

**ELECTRONIC AND INFORMATION TECHNOLOGY STANDARDS:**

***Intranet/Internet –***

1. The contractor shall comply with the U.S. Department of Veterans Affairs Directive 6102 and VA Handbook 6102 (Internet/Intranet Services).

2. VA Directive 6102 sets forth policies and responsibilities for the planning, design, maintenance support, and any other functions related to the administration of a VA Internet/Intranet Service Site or related service (hereinafter referred to as "Internet"). This directive applies to all organizational elements in the Department. This policy applies to all individuals designing and/or maintaining VA Internet Service Sites, including but not limited to, full time and part time employees, contractors, interns, and volunteers. This policy applies to all VA Internet/Intranet domains and servers that utilize VA resources. This includes, but is not limited to, va.gov and other extensions such as, ".com, .eddo, .mil, .net, .org," and personal Internet service pages managed from individual workstations.
3. VA Handbook 6102 establishes Department-wide procedures for managing, maintaining, establishing, and presenting VA Internet/Intranet Service Sites or related services (hereafter referred to as "Internet"). The handbook implements the policies contained in VA Directive 6102, Internet/Intranet Services. This includes, but is not limited to, File Transfer Protocol (FTP), Hypertext Markup Language (HTML), Simple Mail Transfer Protocol (SMTP), Web pages, Active Server Pages (ASP), e-mail forums, and list servers.
4. VA Directive 6102 and VA Handbook 6102 are available at:

Internet/Intranet Services Directive 6102

[http://www.va.gov/vapubs/viewPublication.asp?Pub\\_ID=409&FType=2](http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=409&FType=2)

Internet/Intranet Services Handbook 6102

[http://www.va.gov/vapubs/viewPublication.asp?Pub\\_ID=410&FType=2](http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=410&FType=2)

5. Internet/Intranet Services Handbook 6102 Change 1 – updates VA's cookie use policy, Section 508 guidelines, guidance on posting of Hot Topics, approved warning notices, and minor editorial errors. Internet/Intranet Services Handbook 6102 Change 1 is available at:  
[http://www.va.gov/vapubs/viewPublication.asp?Pub\\_ID=410&FType=2](http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=410&FType=2)
6. In addition, any technologies that enable a Network Delivered Application (NDA) to access or modify resources of the local machine that are outside of the browser's "sand box" are strictly prohibited. Specifically, this prohibition includes signed-applets or any ActiveX controls delivered through a browser's session.

NOTE: ActiveX is expressly forbidden within the VA while .NET is allowed only when granted a waiver by the VA CIO *prior to use*.

7. JavaScript is the preferred language standard for developing relatively simple interactions (i.e., forms validation, interactive menus, etc.) and Applets (J2SE APIs and Java Language) for complex network delivered applications.

#### **SECTION 508 COMPLIANCE:**

1. The contractor shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998.
2. In December 2000, the Architectural and Transportation Barriers Compliance Board (Access Board), pursuant to Section 508(2) (A) of the Rehabilitation Act Amendments of 1998, established Information Technology accessibility standards for the Federal Government. Section 508(a)(1) requires that when Federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology (EIT), they shall ensure that the EIT allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other Federal employees. The Section 508 requirement also applies to members of the public seeking information or services from a Federal department or agency.



3. Section 508 text is available at:

- <http://www.opm.gov/HTML/508-textOfLaw.htm>
- <http://www.section508.gov/index.cfm?FuseAction=Content&ID=14>

NOTE: On a rare occasion, 508 compliance will be required only when a digital file is required to be returned on a print order.

#### **PREAWARD SURVEY:**

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

The preaward survey will include a review of the contractor's backup facilities, quality control, quality control sample, verification of production and mailing, unique identification number, recovery system, computer system, material handling and inventory control, personnel, production, and security control plans as required by this specification.

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

As part of the preaward survey, the contractor must complete the attached "Contractor Security Control Assessment (CSCA), Self-Assessment Questionnaire for Contract Service Providers" (see Attachment C) for review and use by the Government during the preaward security review.

NOTE: If award is predicted on the purchase of systems equipment to meet the file transmission requirements, the contractor must provide purchase order(s) with delivery date(s) at least 45 calendar days prior to the established production date.

The contractor shall present, in writing, to the Contracting Officer within seven (7) calendar days of being notified to do so by the Contracting Officer or his/her representative, detailed plans for the following activities. The workday after notification to submit will be the first day of the schedule.

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

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

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

**Backup Facility** – The failure to distribute the mailers in a timely manner would have an impact on the daily operations of VA. Therefore, if for any reason(s) (act of God, labor disagreements, etc.) the contractor is unable to perform at said location for a period of longer than seven (7) calendar days, the contractor must have a contingency plan in place for a backup facility with the capability of producing the mailers.

Plans for this contingency production must be prepared and submitted to the Contracting Officer as part of the preaward survey. These plans must include the location of the facility to be used, security plans at the facility, equipment available at the facility, and a timetable for the start of production at that facility. Part of the plan must also include the transportation of Government materials from one facility to the other. The contractor must produce items from a test file at the new facility for verification of software prior to producing the mailers at this facility.

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

**Quality Control Plan** – The contractor shall provide and maintain, within his 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 are met. The contractor shall perform, or have performed, the process controls, inspections, and tests required to substantiate that the products provided under this contract conform to the specifications and contract requirements. The contractor shall describe in detail their quality control/quality assurance and recovery plans describing how, when, and by whom the plans will be performed.

The plan must provide for periodic samplings to be taken during the production run, a control system that will detect defective, missing, and mutilated pieces, and the actions to be taken by the contractor when defective/missing/mutilated pieces are discovered. These actions must be consistent with the requirements found in GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987, (Rev. 1-18)). A recovery system is required to replace all defective, missing, and mutilated pieces. This control system must use a unique sequential number to aid in the recovery program which has to be maintained in order to recover any missing or damaged pieces. These pieces must be reprinted and 100% accountability must be maintained throughout the run. The contractor must ensure that there are no missing or duplicated pieces.

The plan must include examples and a detailed description of all quality control samples and their corresponding inspection reports or logs the contractor will keep to document the quality control inspections performed on each run. The plan must provide for a complete audit trail (i.e., it must be possible to locate any piece of mail at any time from the point it leaves the press up to and including the point at which the mail is delivered to a USPS facility). An explanation of the contractor's sequential numbering system is required to understand the audit trail required for each and every piece.

NOTE: The Government will not, as a routine matter, request that the contractor produce individual pieces in transit within the plant; however, the contractor must demonstrate that they have an audit trail established that has the ability to comply with this type of request if and when the need arises.

The quality control plan must also include examples of the documentation and a detailed description of the random samples that document all of the contractor's activities. Furthermore, the plan must include the names of all quality assurance officials and describe their duties in relationship to the quality control plan. The plan must include a detailed description of the number and types of inspections that will be performed as well as the records maintained documenting these activities.

The quality control plan must account for the number of pieces mailed daily, including days when no pieces are mailed.

The Government will periodically verify that the contractor is complying with the approved quality control plan through on-site examinations and/or requiring copies of the contractor's quality assurance records and quality assurance random copies.

**Quality Control Sample Plan** – The plan must provide a description of how the contractor will create quality control samples for periodic samplings to be taken during the production run and provide for backup and rerunning in the event of an unsatisfactory sample. The plan shall contain control systems that will detect defective, missing, and 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 from each file, to be drawn from the production stream. Samples should be in unsealed envelopes with inserts. Mailer number and file date must be indicated on each sample. The contractor must maintain samples as indicated in the contract specifications.

The plan shall detail the actions to be taken by the contractor when defective/missing/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. 1-18)).

**Verification of Production and Mailing Plan** – Contractor will be responsible for validating the integrity of every item produced in all phases of printing, packaging, and mailing and to ensure all mail pieces were correctly entered into the United States Postal System.

Mail piece Integrity shall be defined as follows: Each mail piece shall include all components (and only those components) intended for the designated recipient as contained in the print files received from VA.

The contractor is responsible for providing the automated print integrity control systems and processes required to prevent the commingling of mailer items intended for different recipients into a completed package.

The contractor's printing process must have automated systems that include coding and scanning technology capable of –

1. Validating the count of items in a set.
2. Validating the sequence of items in a set.
3. Validating the sequence of sets in a production batch.
4. Interrupting production if variances are detected.

Mailing integrity shall be defined as follows: All records received from VA that are designated for hard copy printing were printed, inserted, and entered correctly into the U.S. Postal System.

The contractor is responsible for providing the automated inserted mail piece tracking/reporting systems and processes required to validate that 100% of all records received from VA which are designated for hard copy printing were printed, inserted, and mailed correctly. The contractor's inserting equipment must have automated systems that include coding and scanning technology capable of –

- (a) Reconciling letter counts and quantity counts from VA provided files to print order control totals provided by VA; reporting variances.
- (b) Uniquely identifying each Product Types within a print order.
- (c) Unique identifier to be scanned after insertion to ensure all products are present and accounted for.
- (d) Tracking and reporting all products produced and mailed within a print order at the Product Type level.
- (e) Identifying and reporting all missing products that were lost or spoiled during production within a print order.
- (f) Generating a new production file for all missing products.

- (g) Tracking and reporting all products that were reproduced and mailed within a print order at the Product Type level.
- (h) Reconciling the total of all products produced and mailed within a print order to the control totals provided by VA; reporting all variances.
- (i) Reconciling the total of all products mailed to mailing totals contained on Postal Entry Forms within a print order; reporting all variances.
- (j) Generating a final automated summary report which provides information that all mail pieces have been scanned, after insertion, verifying that all pieces for each mail package and file date are accounted for after contents are inserted, and event information on any spoiled or missing pieces verifying that they were scanned and accounted for. A copy of the summary report must be submitted with the matching GPO 712 form(s).

The contractor must generate an automated audit report when necessary showing the tracking of all products throughout all phases of production for each mail piece. This audit report will contain all information identified above for each phase of printing, packaging, and mailing.

All product tracking/reporting data must be retained in electronic form for 120 calendar days after mailing, and must be made available to VA for auditing of contractor performance upon request.

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

**Unique Identification Number Plan** – Unique identifying numbers will be used to track each individual product, thereby providing 100% accountability. This enables the contractor to track each product through completion of the project. The contractor may create their own sequence number and run date to facilitate their presorting and inserting process but must maintain the original VA Client – Unique ID (UID) for Management Information (MI) reporting.

Contractor will be responsible for the development and maintenance of an internal tracking system that will ensure that each of the required elements of the Veterans mailing has been printed, folded, inserted into the required envelope, and when each envelope has been submitted to the USPS.

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

NOTE: The Government will not, as a routine matter, request that the contractor produce individual pieces in transit within the plant; however, the contractor must demonstrate they will have an audit trail established that has the ability to comply with this type of request if and when the need arises.

**Computer System Plan** – This plan must include a detailed listing of the contractor’s operating software platform and file transfer system necessary to interface with VA’s File Transfer Management System (FTMS) for electronic transmission of files from VA. The plan must also include the media type on which files from VA will be received to the extent that operator intervention (e.g., a tape mount) is not required at VA or the contractor’s production facility. The Computer System Plan shall demonstrate the contractor’s ability to provide complete hardware and software compatibility with VA’s existing network.

Included with the Computer System Plan shall be a resume for each employee responsible for the monitoring and the programming of the contractor’s computer system and file transmissions.

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

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

**NOTE: If employees have current and adequate security clearances, please notate.**

**Production Plan** – The contractor is to provide a detailed plan of the following –

- (a) A listing of all production equipment and equipment capacities to be utilized on this contract.
- (b) The production capacity currently being utilized on this equipment.
- (c) The capacity that is available for managing and producing the volume of work products identified within this contract.
- (d) If new equipment is to be utilized, the documentation of the purchase order, source, delivery schedule and installation dates are required.

**Security Control Plan** – The contractor shall provide a security plan that addresses all aspects of physical and logical data file handling, processing and transfer, including publication and all associated mail handling as required. The security plan will address employee requirements for security training, background investigations and credit checks. The security plan will address inventory controls, network security, visitor controls, and applicable miscellaneous aspects of production. The security plan shall meet or exceed the mandated VA security requirements and be approved by a designated VA Information Security Officer and the Privacy Officer.

The contractor shall review the security plan at least quarterly and update it as soon as changes are indicated. The security plan will be maintained throughout the life of the contract. After acceptance of the security plan, the contractor shall inform the VA representative in writing, within seven (7) calendar days of changes made to the document. In addition to the above, the contractor is also required to complete the Contractor Security Control Assessment annually and keep a copy with the Security Control Plan. (See Attachment C.)

The contractor shall enter into a Business Associate Agreement (BAA) and establish an Interconnection Security Agreement (ISA) with the VA, and be in accordance with HIPAA with VA prior to initial production of VA’s communications materials. The system must comply with Federal Information Security Management Act (FISMA) requirements for Government systems.

The proposed Security Control Plan must address the following:

**Materials** – How all accountable materials will be handled throughout all phases of production. This plan shall also include the method of disposal of all production waste materials in accordance with VA directive 6371 and the NIST publication 800-88.

***Disposal of Waste Materials*** – The contractor is required to demonstrate how all waste materials used in the production of sensitive VA records will be definitively destroyed (e.g., burning, pulping, shredding, macerating, or other suitable similar means). Electronic Records must be definitively destroyed in a manner that prevents reconstruction. *Sensitive* records are records that are national security classified or exempted from disclosure by statute, including the Privacy Act or regulation. *Definitively* destroying the records means the material cannot be reassembled and used in an inappropriate manner in violation of law and regulations.

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

The contractor must provide the location and method planned to dispose of the material. The plan must include the names of all contract officials responsible for the plan and describe their duties in relationship to the waste material plan.

NOTE: Materials for destruction shall not leave the contractor's property and cannot be subcontracted.

***Production Area*** – The contractor must provide a secure area(s) for the processing and storage of data for the mailer letters only, either a separate facility dedicated to this product, or a walled-in limited access area within the contractor's existing facility. Access to the area(s) shall be limited to security-trained employees involved in the production of the mailers.

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

**ON-SITE REPRESENTATIVES:** One or two full-time Government representatives may be placed on the contractor's premises on a limited basis or throughout the term of the contract.

On-site representative(s) may be stationed at the contractor's facility to: provide project coordination in receipt of transmissions; verify addresses; monitor the printing, folding, packaging, mail processing, quality control, sample selections and inspections; and, monitor the packing and staging of the mail and processing of undeliverable mail and secure destruction of undeliverable mail and defective/mutilated pieces. These coordinators will not have contractual authority, and cannot make changes in the specifications or in contract terms, but will bring any and all defects detected, to the attention of the company Quality Control Officer. The coordinators must have full and unrestricted access to all production areas where work on this program is being performed.

The contractor will be required to provide one private office of not less than 150 square feet, furnished with one desk, one swivel arm chair, a telephone line and an Ethernet connection and one facsimile machine (the Government will supply hookups and cover the cost of the telephone/high speed internet connection/facsimile machine service), two work tables, and two four-drawer letter-size files with combination padlock and pendaflex file folders or equal.

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

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

**ASSIGNMENT OF JACKETS, PURCHASE, PRINT, AND TASK 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 daily electronic "Task Order" for each job placed with the contractor. A print order will be issued weekly and will indicate the total number of task orders placed and the total number of mailers produced that week. The print order will also indicate any other information pertinent to the particular order.

**ORDERING:** Items to be furnished under the contract shall be ordered by the issuance of weekly print orders supplemented by daily electronic task orders. Orders may be issued under the contract from Date of Award through March 31, 2020, plus for such additional period(s) as the contract is extended. All print orders and task 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 or task order. Task orders will be “issued” daily for purposes of the contract and shall detail the daily volume of mailers required. A Print Order (GPO Form 2511) will be used for billing purposes, will be issued weekly, and will cover all daily task orders issued that week. A task order or print order shall be “issued” upon notification by the Government for purposes of the contract when it is electronically transmitted or otherwise physically furnished to the contractor in conformance with the schedule.

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

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

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

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

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

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.

**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 receiving payment. Instruction for using this method can be found at the following web address:  
<http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html>.

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

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

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

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

**PRIVACY ACT**

(a) The contractor agrees:

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

(b) In the event of violations of the Act, a civil action may be brought against the agency involved where the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency where the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act when the contract is for the operation of a system of records on individuals to accomplish an agency function, the contractor and any employee of the contractor is considered to be an employee of the agency.

(c) The terms used in this clause have the following meanings:

- (1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records including the collection, use, and dissemination of records.
- (2) "Record" means any item, collection or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.
- (3) "System of records" on individuals means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.



## SECTION 2. – SPECIFICATIONS

**SCOPE:** These specifications cover the production of mailers consisting of letters, inserts (forms), and envelopes requiring such operations as electronic prepress, printing, variable imaging, binding, construction, packaging, and distribution.

**TITLE:** Enrollment and Eligibility (EED) Final Letters.

**BACKGROUND:** In August 23, 2017, the Veterans Improvement and Modernization Act (VIMA) of 2017 was signed. This Act reforms the current appeals process within the Department of Veterans and required each Administration to develop an implementation plan for the new appeals framework and processing the existing appeals within 90 calendar days of enactment of the law. To comply with the implementation of VIMA, the Health Eligibility Center (HEC) is enhancing its printing capabilities to ensure that letters are sent to Veterans in a timely manner and can be managed in the Enrollment System (ES) Communication log.

The VA, Veteran’s Health Administration (VHA) is modifying the requirement to use AITC and the Health Eligibility Center Business Services Division to generate Ineligible and 60-Day Pre-Term letters from the Enrollment System. The ES will produce an extract of Ineligible and 60-Day Pre-Term letters enrollment daily.

Each record shall be appended with a Pending Letter Communication (PLC) status prior to uploading the file to the Content Management System (CMS)/SFTP site. This file will provide the CMS the data elements required to produce the appropriate letter and mail it to the Veteran.

The Ineligible and 60-Day Pre-Term Letter Correspondence includes the following Letters:

LETTER NAME	FORM NUMBER	SELECT TO MAIL
VHA-EED Decision Notice 60-Day Pre-Term Initial Other Than Hon-DVA	IB 10-1206	Mail
VHA-EED Decision Notice 60-Day Pre-Term Initial Less Than 24 Months	IB 10-1205	Mail
VHA-EED Decision Notice 60-Day Pre-Term Initial Active Duty For Training	IB 10-1204	Mail
VHA-EED Decision Notice 60-Day Pre-Term Final Other Than Hon-DVA	IB 10-1203	Mail
VHA-EED Decision Notice Template – 60-Day Final Less Than 24 Months	IB 10-1202	Mail
VHA-EED Decision Notice 60-Day Pre-Term Final Active Duty For Training	IB 10-1201	Mail
VHA-EED Decision Notice - Ineligible Less Than 24 Months	IB 10-1208	Mail
VHA-EED Decision Notice - Ineligible Other Than Hon-DVA	IB 10-1207	Mail
VHA-EED Decision Notice - Ineligible Active Duty For Training	IB 10-1200	Mail
VHA-EED Decision Notice 60-Day Pre-Term Status	IB 10-1199	Mail

The mailers will consist of one letter and one insert per envelope. These letters and inserts are used to communicate to Veterans notice of the final decisions made concerning their eligibility status with VA.

The contractor must use an automated system that will identify and generate the needed letter(s) that is required for each particular Veteran. The code will be designated in the data stream to document which letter will be required.

The contractor is to receive and prepare the Final Letter variable data from the ES for the purposes of printing and mailing the above specified letters.

This contract will contain the need for the contractor to be able to use an automated system that will identify and generate the needed letter(s) that is required for that particular Veteran. The code will be designated in the data stream to document which letter will be required.

**FREQUENCY OF ORDERS AND QUANTITY:**

An electronic task order will be issued daily.

The Government will issue a weekly print order and will indicate the total number of task orders placed and total number of copies produced that week. The print order will also indicate any other information pertinent to the particular task orders.

A separate print order will be issued for the proofs.

The Government reserves the right to increase or decrease the quantity by up to 20% of the total mailers ordered annually.

The figures specified below are estimates based on historical data of past production. Exact quantities will not be known until each file is electronically transmitted to the contractor. **NO SHORTAGES WILL BE ALLOWED.**

Transmission schedule for daily transmission is each morning, Monday through Friday. NOTE: This is the anticipated schedule; delays and changes to schedule may occur. Contractor must be prepared to receive files 24/7/365.

Mailers: Approximately 1 file per day consisting of approximately 400 records. (NOTE: On an occasional day, the number of records per file may be as low as 100.)

**NUMBER OF PAGES:**

Letter: Face only or face and back.

Insert: Face and back.

Envelope: Face only (after manufacturing).

**TRIM SIZES:**

Letter: 8-1/2 x 11".

Insert: 8-1/2 x 11".

Envelope: 4-1/8 x 9-1/2" (No. 10), plus flap, with window.

**GOVERNMENT TO FURNISH:** Electronic media for the static printing on the letters, inserts, and envelopes will be furnished at the beginning of the contract to be held for reuse throughout the term of the contract.

Electronic media will be furnished as follows:

Storage Media: SFTP.

Software: Adobe Acrobat; Adobe InDesign (current or near current versions).

NOTE: All platform system and software upgrades (for specified applications) which may occur during the term of the contract must be supported by the contractor.

Fonts: All screen and printer fonts will be embedded.

The contractor is cautioned that furnished fonts are the property of the Government and/or its contractors and may be used only for the purpose of producing material under this contract. Any use other than the contract is in violation of copyright laws. All fonts are to be eliminated from the contractor's archive immediately after completion of the contract

Additional  
Information: Files will be supplied in native application and/or PDF format.  
Any graphics/illustrations for the letters will be furnished in place in the electronic file.

The variable data will be furnished via the contractor-hosted SFTP site for retrieval by the contractor. The variable data will be furnished as delimited text files with each order. Delimitations may vary in symbols used to separate data fields.

Identification markings such as register marks, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried in the electronic files must not print on finished product.

**EXHIBITS:** The facsimiles of sample pages shown as EXHIBITS 1 through 10 are representative of the letter requirements which will be ordered under this contract. However, it cannot be guaranteed that future orders will correspond exactly to these exhibits.

**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.

**Secure File Transfer Protocols (SFTP) Site:** Contractor is required to set up, establish, and maintain an SFTP site that VA can access for sending and receiving PDF files and other information that contains PII/PHI. Contractor cannot send any letters or information that contain PII/PHI via email.

Appropriate log-on instructions and protocol must be provided at time of award. The contractor must provide necessary security for the SFTP, which at a minimum, must have a unique user ID and password.

**For Quality Control Purposes:** The contractor must not merge file dates and mailers from different task orders/print orders during processing, printing/imaging, and mailing.

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

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

All halftones are to be 150-line screen or better.

When required by the Government, the contractor shall make minor revisions to the electronic files. It is anticipated that the Government will make all major revisions.

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

Upon completion of mailing for each individual letter, the contractor must furnish a final production native application file (digital deliverable) 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, unless otherwise specified. The Government will not accept, as digital deliverables, PostScript files, Adobe Acrobat Portable Document Format (PDF) files, or any proprietary file formats other than those supplied, unless specified by the Government. (The Government will accept PDF files as digital deliverables when furnished by the Government.)

**FILE TRANSFER MANAGEMENT SYSTEM (FTMS):** The contractor shall provide the capability to interface with VA's FTMS for electronic transmission of designated files from VA to the production facility. VA will provide the necessary data connection into the contractor's location. At the discretion of VA, the line speed may be either increased or decreased, depending on utilization. The contractor must provide, at their expense, the equipment and operating software platform, and the file transfer software required at their location. The contractor assumes all responsibility for configuration, maintenance, and troubleshooting of their equipment and software. VA utilizes, and the contractor must provide compatibility with establishing a VPN or running secure file transfer protocol (SFTP) software with FIPS 140-2 compliant IP protocol product. The contractor may implement this capability on any of the following platforms: Mainframe platforms capable for IP connectivity and running ConnectDirect or VPN, or servers capable of running SFTP or VPN with IP protocol product on NT or UNIX platforms.

VA will not permit any private class A, B, or C IP addresses, i.e., 10.xxx.xxx.xxx type IP addresses from external users on its network. At connection time to VA's network, the contractor will be provided a suitable IP address for access to VA's network via a firewall. VA will provide the necessary subnet(s) for connection at the remote site. The contractor will be responsible for their own name/address to fulfill the intended purpose of data transfers. VA will provide connection information for establishing a VPN tunnel or configurations for SFTP node information to the contractor as required to accomplish file transfers.

The contractor may determine the media type on which files from VA will be received, to the extent that operator intervention (e.g. tape mount) is not required at VA or the contractor's production facility. Multiple transmission sessions must be possible simultaneously on the contractor's equipment.

All files transmitted by VA will be written as Physical Sequential or "flat" files at the contractor's location and will be distinguished with a "run date" in the file name. Virtual Storage Access Method files and Generation Data Groups, supported by IBM/MVS or IBM/ZOS390 operating systems are not permitted under this contract. The contractor's storage format must not preclude the availability of VA's software restart feature.

VA will send files to the contractor's secure server and retrieve files from the contractor from that server. The contractor's FTMS software shall be operational for the receipt and retrieval of data files from 00:01 ET Monday until 24:00 ET Sunday, unless otherwise specified by the Government.

The communications protocol between VA and the contractor shall be the Internet Protocol (IP). The contractor must specify the type Local Area Network (LAN) connection that will be used at the location where the VA connection is to be installed. The contractor is responsible for providing complete hardware and software compatibility with VA's existing network. Production file transfers will be established according to VA's standard procedures for transmission control, dataset naming, and resource security. The contractor's file management system must accommodate multiple file transmission sessions without intervention at either end. The contractor must have sufficient capacity to support the number of concurrent transmission file sessions as dictated by VA.

**NOTE:** The above will apply, regardless of the number of files sent to the contractor's secure server weekly.

Any programming or other format changes necessitated due to the contractor's method of production will be the full responsibility of the contractor and must be completed prior to VA's validation.

Whenever the contractor makes a change in the programming, the contractor is required to execute a self-certification statement specifying the date of the last programming change. Prior notification of a programming change is required in addition to the self-certification statement for the contractor to schedule a validation test with VA.

In the event that any file cannot be processed due to media problems, the contractor shall notify VA's Help Desk immediately at (512) 326-6780 within two (2) hours of receipt of print order.

The contractor shall notify VA of any reprogramming and/or reformatting of data supplied by transmission necessitated due to the contractor's method of production, within two (2) hours of receipt of print order. The cost of such reprogramming and/or reformatting shall be the responsibility of the contractor and is at no cost to the Government.

Within the first year of the contract, VA will require the contractor to develop a Web Service based interface in order to support VA's initiative of migrating away from the legacy SFTP based protocols and interfaces. The contractor shall convert the interface from flat-file based SFTP communication to a Web Service based interface to support a 'real time' print request transactions from VA (i.e. SOAP or REST protocol over mutual TLS). The Web Service shall support all data fields and information exchanges currently in use by the SFTP file based processes. The Web Service shall be compliant with VA enterprise security controls and design standards and is subject to VA technical review and approval. The contractor shall support integration testing and VA client integration activities related to migrating VA application communications to the new Web Service. The contractor assumes all expense for development and responsibility for configuration, maintenance, and troubleshooting of their equipment and software.

**TRANSMISSION TEST:** Prior to the commencement of production of orders placed under this contract the contractor will be required to demonstrate their ability to perform to the contract requirements. The Government will furnish electronic test files at the postaward conference, or shortly thereafter, to be used in performing a Transmission Test

NOTE: Failure of the contractor to perform the Transmission Test to the satisfaction of the Government may be cause for default. The Government reserves the right to waive the requirements this test. The contractor will be notified at the postaward conference if any test(s) will be waived.

Within seven (7) calendar days of the data connection being installed, the contractor will be required to receive one (1) file consisting of approximately 50 to 200 records in one (1) workday. The contractor will be required to perform a Record Count Verification within two (2) hours of receipt of the complete transmission of the test files. Additionally, the contractor must provide a timeline showing how long it took to receive the test files.

The contractor will be required to copy the files to their own system and provide VA with the exact counts received before proceeding with any other processing.

VA will respond within three (3) workdays of receipt thereof.

**PROOFS: Proofs will be required once at the beginning of the contract and anytime throughout the term of the contract when VA has made a copy change.**

Letters, Forms, and Envelopes: One (1) "Press Quality" Adobe Acrobat (current version) PDF soft proof for content only using the same Raster Image Processor (RIP) used to produce the final printed product. The PDF proof will be evaluated for text flow, image position, and color breaks only. (Proofs will not be used for color match.) Proofs must show all margins and dimensions, must indicate trim marks.

NOTE: For the letters, a proof for five (5) individual letters will be required for each letter type (total of 50 proofs) and must include variable data. VA to furnish dummy data. Proofs for envelopes must show envelope flap, window size, and window placement.

VA reserves the right to make changes to all proofs. The Government may require one (1) or more sets of revised proofs before rendering an "O.K. to Print."

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

**PRIOR TO PRODUCTION SAMPLES: Samples will be required once at the beginning of the contract and anytime throughout the term of the contract when VA has made a copy change.**

Prior to the commencement of production of the contract production quantity, the contractor must submit not less than two (2) individual complete mailers for each letter type (total of 20 sample mailers). The container and accompanying documentation shall be marked "PREPRODUCTION SAMPLES" and shall include the GPO jacket, purchase order, program, and print order numbers.

Each letter sample will be imaged with different individuals' name and information using the dummy variable data provided for the proofs.

All items must be produced on the required paper as specified under "STOCK/PAPER."

DO NOT SEAL MAIL-OUT ENVELOPES.

Samples will be inspected and tested and must comply with the specifications as to the kind and quality of materials and for printing and imaging. Samples will be tested for conformance of material(s) and for construction (as applicable).

Contractor must submit sample to the address specified on the print order.

Contractor must furnish samples within 10 calendar days of receipt of "O.K. to Print" on proofs.

The Government will approve, conditionally approve, or disapprove the samples within five (5) workday of the receipt thereof. Approval or conditional approval shall not relieve the contractor from complying with the specifications and all other terms and conditions of the contract. A conditional approval shall state any further action required by the contractor. A notice of disapproval shall state the reasons therefore.

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

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

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

Manufacture of the final product prior to approval of the samples submitted is at the contractor's risk. Samples will not be returned to the contractor. All costs, including the costs of all samples, shall be included in the contract price for the production quantity.

All samples shall be manufactured at the facilities (using the same production equipment) in which the contract production quantities are to be manufactured.

**STOCK/PAPER:** The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 12" dated March 2011.

Government Paper Specification Standards No. 12 – [https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/vol\\_12.pdf?sfvrsn=2](https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/vol_12.pdf?sfvrsn=2).

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

*Letter:* White 25% Bond, basis weight: 20 lbs. per 500 sheets, 17 x 22", equal to JCP Code G40.

*Insert:* White and Yellow Writing, basis weight: 20 lbs. per 500 sheets, 17 x 22", equal to JCP Code D10.

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

#### **PRINTING AND VARIABLE IMAGING:**

NOTE: At contractor's option, product may be produced via conventional offset or digital printing provided that Quality Level III standards are maintained. Final output must be a minimum of 150-line screen.

VA reserves the right to make changes to the format/text on any of the letters or envelopes at any time during the term of the contract. Therefore, the contractor shall not preprint or maintain more than a 30-day supply of any of the letters or envelopes required under this contract. VA will not be required to purchase from the contractor the inventory of letters and envelopes remaining on hand in excess of what was authorized when a format/text change to the letter or envelope is implemented.

*Letter:* Print each letter face only or face and back in black ink only. Printing consists of text and line matter, agency seal, and graphic for signature. Variable image in black only. Imaging consists of the text matter (address block, salutation, and variable data throughout the body of the letter). (See EXHIBIT 1 through 10.)

On occasion, VA may change the body copy of the letters. Notification of no less than 72 hours will be provided, as well as the new body copy. Contractor must confirm receipt of the new copy and must furnish one (1) PDF sample of each letter type (that requires the copy change) with the new copy incorporated using furnished test data for variable elements. Contractor to furnish PDF samples within three (3) workdays of receipt of new copy to VA. All PDF files will be reviewed and approved, conditionally approved, or disapproved within four (4) workdays of receipt of PDF samples. Final approval must be received from VA prior to contractor using new copy for mailings. Contractor will implement the new body copy no later than 24 hours after approval.

*Insert:* Print face and back in black ink only or in four-color process. Printing consists of text and line matter and agency seal.

*Envelope:* Print face only (after construction) in Pantone 541 (Blue). Printing consists of a text and line matter (return address, agency signature block, and postal indicia text) and agency seal. Printing must be in accordance with the requirements for the style envelope ordered. All printing must comply with all applicable U.S. Postal Service regulations. The envelope must accept printing without feathering or penetrating to the reverse side.

NOTE: Contractor must use their mailing address as the return address on the envelopes.

Envelopes will require a security tint. The inside front and back of the envelopes MUST contain a pantograph design in blue or black, at contractor's option, to prevent show-through of contents. The contractor may use his own design but must guarantee that the product will ensure complete opacity and prevent show through of any material contained therein.

**MARGINS:** Margins will be as indicated on the print order or furnished media.

**BINDING (Letter and Insert):** Trim four sides.

**CONSTRUCTION (Envelope):** Envelopes are open side, high-cut diagonal seams, with suitable full-gummed, fold-over flap for sealing. Flap is at contractor's option, but must meet all USPS requirements. Flap must be coated with suitable glue that will securely seal the envelope without adhering to contents, not permit resealing of the envelope, and permit easy opening by the recipient.

Face of envelope to contain one covered, die-cut window for the mailing address, as follows: Die-cut window is (1-1/4 x 4-1/4" in size) with slightly rounded corners. Window to be located 3/4" from left edge of envelope and 1/2" from bottom edge of envelope (the long dimension of the window is to be parallel to the long dimension of the envelope). Contractor has the option to adjust the size and placement of the window opening (subject to Government approval), providing the visibility of the computer generated mailing address and bar code on the notice is not obscured and other extraneous information is not visible when material is inserted into the envelope.

*Window Covering:* Windows are to be covered with a suitable, low-gloss, transparent poly-type transparent, low gloss material that must be clear of smudges, lines, and distortions. Poly-type material must be securely affixed to the inside of the envelope so as not to interfere with insertion of contents. Window material must meet the current USPS's readability standards/requirements.

**PACKAGING:** Gather and letter-fold all required items (letter first followed by required insert, if applicable) using a Z-type fold, with mailing address on the letter facing out. When applicable, letter and insert leaves are to be nested together with all faces forward when folded.

Insert folded letter/insert (if applicable) into No. 10 envelope with mailing address on the first page facing out for visibility through envelope window.

NOTE: Inserts will only be required for the final letters specified below:

- VHA-EED Decision Notice 60-Day Pre-Term Final Other Than Hon-DVA
- VHA-EED Decision Notice Template – 60-Day Final Less Than 24 Months
- VHA-EED Decision Notice 60-Day Pre-Term Final Active Duty For Training
- VHA-EED Decision Notice - Ineligible Less Than 24 Months
- VHA-EED Decision Notice - Ineligible Other Than Hon-DVA
- VHA-EED Decision Notice - Ineligible Active Duty For Training
- VHA-EED Decision Notice 60-Day Pre-Term Status

It is the contractor's responsibility to assure that only the mailing address is visible through the window; that only one letter and only one copy of the required insert (if applicable) are inserted into each envelope and the envelopes are securely sealed.



**DISTRIBUTION:** Mail f.o.b. contractor's city each individual mailer to domestic addresses nationwide (including Alaska, Hawaii, and the American Territories) and foreign addresses. (NOTE: The contractor is responsible for all costs incurred in transporting the mailers to the U.S. Postal Service facility.)

All mailing shall be made at the First Class rate – *reimbursable*.

Contractor is required to apply the appropriate postage to each mailing. Contractor will be reimbursed for postage by submitting a properly completed postal service form (or equivalent) with billing invoice for payment.

The contractor is required to prepare all domestic First-Class, letter-size mail as needed to obtain the maximum postage discounts allowed by the USPS in accordance with the appropriate USPS rules and regulations, including the USPS Postal Service manuals for "Domestic Mail," and Postal Bulletins, in effect at the time of mailing.

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

**National Change of Address (NCOA) and Coding Accuracy Support System (CASS):** In accordance with USPS regulations, the contractor will be required to run furnished files received daily (see "GOVERNMENT TO FURNISH") through NCOA and CASS service database to verify addresses are NCOA/CASS certified, as required. All related costs to perform this operation (including OCR scanning, if applicable) must be included in submitted bid pricing. No additional reimbursement will be authorized.

NOTE: Contractor is not to print or mail letters that fail CASS and/or NCOA. Contractor to provide the failed information to VA in the daily reports (see "PRODUCTION REPORTS").

Contractor must use mailing envelopes with the "ADDRESS SERVICE REQUESTED" endorsement in accordance with USPS for NCOA in a location approved by USPS.

Intelligent Mail barcoding (IMb), delivery address placement, and envelopes used for the mailing are among the items that must comply with USPS requirements for automation-compatible mail in effect at the time of the mailing.

Each letter provided on this contract will transmit with an USPS Intelligent Mail Barcode (IMb) and coded for the full service option. The contractor will be required to create the IMb, meet the full service option, and achieve the maximum postage discounts available with this option. The contractor will be required to comply with USPS requirements and place the IMb on all letters. The contractor is required to be capable of achieving the postage discounts available with the Full-Service option of the IMb program.

To achieve the maximum automation compatible postal discount, the contractor is required to either presort the letters prior to printing or sort the mail after the letters are inserted.

In addition, USPS has instituted a verification procedure called a "tap" test. This test is used to screen all mailings with barcoded inserts for proper barcode spacing within the envelope window. When the insert showing through the window is moved to any of its limits inside the envelope, the entire barcode must remain within the barcode clear zone. In addition, a clear space must be maintained that is at least 0.125" between the left and right edges of the window, and at least 0.028" clearance between the Intelligent Mail Barcode and the top and bottom edges of the window.

All letters in a mailing must pass the "tap" test in order to obtain the maximum postal discounts for the ordering agency. The contractor will be responsible for payment of any additional postage resulting from a loss of postage discounts due to failure to pass the "tap" test because of inaccuracy or failure to conform to USPS specifications.

Contractor should be aware that USPS uses the Mail Evaluation Readability Look-up Instrument (MERLIN) to evaluate barcodes. If MERLIN is in effect in the contractor's geographic area, the contractor must ensure that all barcoded mail meets the new barcode standards. The contractor will be responsible for payment of any additional postage resulting from a loss of such discounts due to failure of the contractor-generated barcodes to pass the MERLIN test because of inaccuracy or failure to conform to USPS specifications.

As applicable, all expenses incidental to picking up and returning furnished material, submitting and picking up proofs, submitting prior to production samples, and furnishing sample copies must be borne by the contractor.

**SCHEDULE:** Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the daily task order or print order (GPO Form 2511), as applicable.

Print orders will be furnished via SFTP.

Furnished electronic files for the static information for the letters, inserts, and the envelopes will be furnished via SFTP.

Daily files and electronic task orders transmit each morning, Monday through Friday via SFTP.

PDF soft proofs must be submitted to VA as specified on the print order.

**Transmission Test Schedule:** This test is to be performed within seven (7) calendar days of the data connection being installed.

The following schedule begins the SAME workday as receipt of test files; the same workday be the first workday of the schedule.

- The contractor will be required to receive 1 file consisting of approximately 50 to 200 records within one (1) workday.
- The contractor will be required to perform a Record Count Verification within two (2) hours of receipt of complete transmission of the test files and furnish the Government with the exact counts.
- The Government will approve, conditionally approve, or disapprove within three (3) workdays of receipt thereof.

***Proof Schedule:***

The following schedule begins the workday after notification of the availability of print order and furnished material; the workday after notification will be the first workday of the schedule.

- Contractor must submit all required PDF soft proofs within three (3) calendar days of notification of availability of print order and furnished material.
- Proofs will be withheld no more than five (5) workdays from their receipt at the ordering agency until corrections/changes/"O.K. to Print" is furnished via email. (NOTE: The first workday after receipt of proofs at the ordering agency is day one (1) of the hold time.)

***Production Schedule:***

*Workday* – The term "workday" is defined as Monday through Friday\* each week, exclusive of the days on which Federal Government holidays are observed.

Federal Government Holidays are as follows: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

*\*NOTE: The contractor's software shall be operational for the receipt of data files 24 hours a day, seven (7) days a week, unless otherwise specified by the Government.*

*Anticipated Transmission Schedule:* Live production files will be transmitted on a daily basis Monday through Friday, except for Federal holidays in which case the data will be transmitted on the next day (i.e., when a Federal holiday falls on a Friday, production files will be transmitted on Saturday).

Contractor must complete production and mailing within two (2) workdays of receipt of each transmitted file. (For example, transmissions received on Tuesday must be mailed by the close of business the following Thursday; transmissions received on Friday or Saturday must be mailed by the close of business the following Tuesday.)

The ship/deliver date indicated on the print order is the date products ordered for mailing f.o.b. contractor's city must be delivered to the U.S. Postal Service.

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

For compliance reporting purposes, the contractor is to notify the U.S. Government Publishing Office of the date of shipment or delivery, as applicable. Upon completion of each order, contractor must notify the Seattle Regional Office via email at [infoseattle@gpo.gov](mailto:infoseattle@gpo.gov) or at 206-764-3726. Personnel receiving email, call, or facsimile will be unable to respond to questions of a technical nature or to transfer any inquiries.

**PRODUCTION REPORTS:** Contractor will maintain a daily report on their server of letter statuses by the Integration Control Number (ICN). The report will detail specific letters that are rejected by the CASS and/or NCOA software, returned letters, and deceased notifications.

This report will be accessible and retrievable by the Department of Veterans Affairs. Reporting must be maintained in the same file format as received. This report will be absorbed by VA systems electronically for reporting through VA leadership.

Contractor is not to print/mail letters that fail CASS and/or NCOA. Contractor must provide to HEC those records that failed.

The contractor will be required to return information on each Veteran (using Case Number) to reflect changes/rejects/returns.

The contractor is responsible for compiling this information. All required information is to be compiled in a Microsoft Excel spreadsheet. The report shall include, but is not limited to, the following:

- Number of letters received (via data)
- Number of letters passed CASS and NCOA
- Number of letter failed CASS and/or NCOA
- Number of letters mailed
- Number of letters returned by USPS
- Number of letters destroyed

**UNDELIVERABLE/RETURNED/ MAIL:** If received (and after reporting the required information as specified above) the contractor shall process undeliverable/returned mail, as follows:

The contractor shall gather all undeliverable/returned mail and destroy all contents of the envelopes (including the mailout envelope) using a cross-cut shredder ensuring that the information content is destroyed beyond legibility, in accordance with VA policy.

Material awaiting destruction shall be kept in a secure area or locked bin and shall be destroyed within 30 calendar days or less of being reported to VA as undeliverable.

The contractor must furnish VA a signed and dated certification of destruction stating what was destroyed (i.e., recipient name and address and reason for return).

### SECTION 3. – DETERMINATION OF AWARD

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

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

I. (a) 250  
(b) 25  
(c) 75  
(d) 35  
(e) 35  
(f) 100

II. (a) 100  
(b) 70  
(c) 100

III. 100

IV. 500

**SECTION 4. – SCHEDULE OF PRICES**

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

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

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

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid), NA (Not Applicable), or blank spaces for an item may be declared non-responsive.

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

All invoices submitted to the GPO shall be based on the most economical method of production. Fractional parts of 1,000 will be prorated at the per-1,000 rate.

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

Cost of all required paper must be charged under Item II. “PAPER.”

**I. PRINTING/IMAGING, BINDING, AND CONSTRUCTION:** Prices offered shall include the cost of all required materials and operations (including the proofs and prior to production samples) necessary for the printing/imaging, binding, and construction of the products listed in accordance with these specifications.

(a) \*Daily Makeready/Setup Charge.....\$ \_\_\_\_\_

\*Contractor will be allowed only one (1) makeready/setup charge per workday (maximum 5 per print order). This combined charge shall include all materials and operations necessary to makeready and/or setup the contractor’s equipment for all mailers run each day. Invoices submitted with more than one makeready/setup charge per workday will be disallowed.

(b) Letter –  
Printing face only in black and  
variable imaging in black only, including binding ..... per 1,000 letters.....\$ \_\_\_\_\_

(c) Letter –  
Printing face and back in black and  
variable imaging in black only, including binding ..... per 1,000 letters.....\$ \_\_\_\_\_

\_\_\_\_\_  
(Initials)

(d) Insert –  
Printing face and back in black ink only,  
including binding.....per 1,000 inserts.....\$ \_\_\_\_\_

(e) Insert –  
Printing face and back in four-color process,  
including binding.....per 1,000 inserts.....\$ \_\_\_\_\_

(f) Envelope –  
Printing in one ink only,  
including security tint and construction ..... per 1,000 envelopes.....\$ \_\_\_\_\_

**II. PAPER:** Payment for all paper supplied by the contractor under the terms of these specifications, as ordered on the individual task order, will be based on the net number of leaves furnished for the product(s) ordered. The cost of any paper required for makeready or running spoilage must be included in the prices offered.

Computation of the net number of leaves will be based on the following:

Letter: A charge will be allowed for each page-size leaf.

Insert: A charge will be allowed for each page-size leaf.

Envelope: One leaf will be allowed for each envelope.

Per 1,000 Leaves

(a) Letter: White 25% Bond (20-lb.).....\$ \_\_\_\_\_

(b) Insert: White and Colored Writing (20-lb.).....\$ \_\_\_\_\_

(b) Envelope: White Writing Envelope (24-lb.) .....\$ \_\_\_\_\_

**III. PACKAGING AND DISTRIBUTION:** Prices offered must include the cost of all required materials and operations necessary for the mailing of the letters including the cost of collating letters (single or multiple leaves) and required insert in proper sequence, folding to required size in accordance with these specifications, insertion of letter/insert into No. 10 envelope, NCOA/CASS certifications; and, delivery of the mailers to the post office in accordance with these specifications.

Mailers ..... per 1,000 mailers.....\$ \_\_\_\_\_

**IV. PROCESSING UNDELIVARABLE/RETURNED MAIL:**

Processing undeliverable/returned mail,  
including destruction..... per mailer.....\$ \_\_\_\_\_

\_\_\_\_\_  
(Initials)

**SHIPMENT(S):** Shipments will be made from: City \_\_\_\_\_, State \_\_\_\_\_

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

**DISCOUNTS:** Discounts are offered for payment as follows: \_\_\_\_\_ Percent, \_\_\_\_\_ calendar days. See Article 12 “Discounts” of Solicitation 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 points(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 fax or mail, fill out and return one copy of all pages in “SECTION 4. – SCHEDULE OF PRICES,” including initialing/signing where indicated.

Failure to sign the signature block below may result in the bid being declared non-responsive.

Bidder \_\_\_\_\_  
(Contractor Name) (GPO Contractor’s Code)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City – State – Zip Code)

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

\_\_\_\_\_  
(Person to be Contacted) (Telephone Number) (Email)

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**THIS SECTION FOR GPO USE ONLY**

Certified by: \_\_\_\_\_ Date: \_\_\_\_\_ Contracting Officer: \_\_\_\_\_ Date: \_\_\_\_\_  
(Initials) (Initials)

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