

ITEM NO.	DESCRIPTION	BASIS OF AWARD	190-27796		260-32859; 260-32860		370-64115		120-82022		SIMILAR/PREVIOUS	
			UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST
I. PREPRESS OPERATIONS:												
(a)	PDF soft proof, per proof	50	75.00	\$ 3,750.00	0.00	0.00	5.00	\$ 250.00	17.50	\$ 875.00	5.00	\$ 250.00
(b)	Prior to production samples, per order	5	800.00	\$ 4,000.00	500.00	\$ 2,500.00	200.00	\$ 1,000.00	600.00	\$ 3,000.00	200.00	\$ 1,000.00
(c)	Capture variable information into fillable forms, generate electronic versions in PDF, and upload to VA system, per 1,000 PDF files generated	121	100.00	\$ 12,100.00	0.00	0.00	0.25	\$ 30.25	17504.80	\$ 2,118,080.80	20.00	\$ 2,420.00
II. PRINTING, VARIABLE IMAGING, BINDING, AND CONSTRUCTION: Prices offered must be all inclusive and include the cost of materials and operations (including preproduction validation test; excluding paper) necessary for the printing, variable imaging, binding, and construction listed in accordance with these specifications.												
(a)	Letter (8-1/2 x 11"): Printing face only or face and back in black and variable imaging in black, including binding, per side											
(1)	Makeready and/or Setup	1676	50.00	\$ 83,800.00	35.00	\$ 58,660.00	20.00	\$ 33,520.00	97.00	\$ 162,572.00	20.00	\$ 33,520.00
(2)	Running per 1,000 copies	864	40.00	\$ 34,560.00	14.75	\$ 12,744.00	22.72	\$ 19,630.08	60.54	\$ 52,306.56	5.50	\$ 4,752.00
(b)	Insert (8-1/2 x 11"): Printing face only or face and back in black and variable imaging in black, including binding, per side											
(1)	Makeready and/or Setup	472	50.00	\$ 23,600.00	35.00	\$ 16,520.00	20.00	\$ 9,440.00	97.00	\$ 45,784.00	20.00	\$ 9,440.00
(2)	Running per 1,000 copies	38	40.00	\$ 1,520.00	14.75	\$ 560.50	22.72	\$ 863.36	66.31	\$ 2,519.78	5.50	\$ 209.00
(c)	Insert (8-1/2 x 11"): Printing face only or face and back in black, including binding, per side											
(1)	Makeready and/or Setup	2068	50.00	\$ 103,400.00	35.00	\$ 72,380.00	30.00	\$ 62,040.00	86.00	\$ 177,848.00	20.00	\$ 41,360.00
(2)	Running per 1,000 copies	2235	40.00	\$ 89,400.00	14.75	\$ 32,966.25	22.72	\$ 50,779.20	31.96	\$ 71,430.60	5.50	\$ 12,292.50
(d)	Postcard (6 x 4"): Printing face only in four-color process and variable imaging in black, including binding, per postcard											
(1)	Makeready and/or Setup	2	500.00	\$ 1,000.00	250.00	\$ 500.00	10.00	\$ 20.00	612.00	\$ 1,224.00	100.00	\$ 200.00
(2)	Running per 1,000 copies	20	50.00	\$ 1,000.00	90.00	\$ 1,800.00	59.69	\$ 1,193.80	66.54	\$ 1,330.80	88.50	\$ 1,770.00
(e)	Postcard (6 x 4" up to and including 8-1/2 x 5-1/2"): Printing face only or face and back in black and variable imaging in black, including binding, per side											
(1)	Makeready and/or Setup	2	500.00	\$ 1,000.00	250.00	\$ 500.00	10.00	\$ 20.00	612.00	\$ 1,224.00	50.00	\$ 100.00
(2)	Running per 1,000 copies	15	75.00	\$ 1,125.00	90.00	\$ 1,350.00	49.80	\$ 747.00	88.72	\$ 1,330.80	74.00	\$ 1,110.00
(f)	Return Envelope (No. 9 - 3-7/8 x 8-7/8"): Printing face only or face and back in black, including construction, per side											
(1)	Makeready and/or Setup	320	50.00	\$ 16,000.00	N/A	\$ -	10.00	\$ 3,200.00	62.00	\$ 19,840.00	10.00	\$ 3,200.00
(2)	Running per 1,000 copies	73	21.00	\$ 1,533.00	N/A	\$ -	12.50	\$ 912.50	11.54	\$ 842.42	1.33	\$ 97.09
(g)	BRE Return Envelope (8-3/4 x 11-3/4"): Printing face only in black, including construction, per envelope											
(1)	Makeready and/or Setup	208	50.00	\$ 10,400.00	N/A	\$ -	10.00	\$ 2,080.00	62.00	\$ 12,896.00	10.00	\$ 2,080.00
(2)	Running per 1,000 copies	73	67.00	\$ 4,891.00	N/A	\$ -	109.60	\$ 8,000.80	65.36	\$ 4,771.28	243.00	\$ 17,739.00
(h)	Mail-out Envelope (No. 10 - 4-1/8 x 9-1/2"): Printing face only in a single color, including construction, per envelope											
(1)	Makeready and/or Setup	568	50.00	\$ 28,400.00	N/A	\$ -	10.00	\$ 5,680.00	62.00	\$ 35,216.00	10.00	\$ 5,680.00
(2)	Running per 1,000 copies	424	17.00	\$ 7,208.00	N/A	\$ -	13.45	\$ 5,702.80	8.09	\$ 3,430.16	6.52	\$ 2,764.48
(i)	Mail-out Envelope (6 x 9-1/2"): Printing face only in a single color, including construction, per envelope											
(1)	Makeready and/or Setup	32	50.00	\$ 1,600.00	N/A	\$ -	10.00	\$ 320.00	62.00	\$ 1,984.00	10.00	\$ 320.00
(2)	Running per 1,000 copies	21	56.00	\$ 1,176.00	N/A	\$ -	72.05	\$ 1,513.05	208.50	\$ 4,378.50	160.00	\$ 3,360.00
(j)	Mail-out Envelope (9 x 12"): Printing face only in a single color, including construction, per envelope											
(1)	Makeready and/or Setup	32	50.00	\$ 1,600.00	N/A	\$ -	10.00	\$ 320.00	62.00	\$ 1,984.00	10.00	\$ 320.00
(2)	Running per 1,000 copies	26	72.00	\$ 1,872.00	N/A	\$ -	188.50	\$ 4,901.00	184.00	\$ 4,784.00	310.00	\$ 8,060.00
III. PAPER: Payment for all paper supplied by the contractor under the terms of these specifications, as ordered on the individual print orders, 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 (8-1/2 x 11") - Each trim/page-size leaf												
Insert (8-1/2 x 11") - One 8-1/2 x 11" leaf will be allowed.												
Postcard (6 x 4" up to and including 8-1/2 x 5-1/2") - Each trim/page-size leaf.												
All Envelopes - One page-size leaf will be allowed for each envelope.												
(a)	Letter: White 25% Cotton Bond (20-lb.), per 1,000 Leaves	89	65.00	\$ 5,785.00	14.27	\$ 1,270.03	17.61	\$ 1,567.29	74.80	\$ 6,657.20	17.44	\$ 1,552.16
(b)	Letter and Insert: White Writing (20-lb.), per 1,000 Leaves	1602	16.00	\$ 25,632.00	10.60	\$ 16,981.20	7.73	\$ 12,383.46	43.16	\$ 69,142.32	4.22	\$ 6,760.44
(c)	Insert: Colored Writing (20-lb.), per 1,000 Leaves	89	30.00	\$ 2,670.00	18.06	\$ 1,607.34	9.03	\$ 803.67	41.69	\$ 3,710.41	6.92	\$ 615.88
(d)	Postcard: White Index (90-lb.), per 1,000 Leaves	20	30.00	\$ 600.00	177.15	\$ 3,543.00	10.01	\$ 200.20	5.70	\$ 114.00	9.43	\$ 188.60
(e)	Postcard: White Gloss-Coated Cover (100-lb.), per 1,000 Leaves	15	30.00	\$ 450.00	190.83	\$ 2,862.45	17.59	\$ 263.85	21.73	\$ 325.95	16.71	\$ 250.65
(f)	Return Envelope (No. 9 - 3-7/8 x 8-7/8"): White Writing Envelope (24-lb.), per 1,000 Leaves	37	15.00	\$ 555.00	31.59	\$ 1,168.83	12.50	\$ 462.50	23.53	\$ 870.61	5.66	\$ 209.42
(g)	BRE Return Envelope (8-3/4 x 11-3/4"): White Writing Envelope (24-lb.), per 1,000 Leaves	73	44.00	\$ 3,212.00	213.45	\$ 15,581.85	109.60	\$ 8,000.80	22.19	\$ 1,619.87	243.00	\$ 17,739.00
(h)	Mail-out Envelope (No. 10 - 4-1/8 x 9-1/2"): White Writing Envelope (24-lb.), per 1,000 Leaves	424	12.00	\$ 5,088.00	24.82	\$ 10,523.68	13.45	\$ 5,702.80	22.19	\$ 9,408.56	6.85	\$ 2,904.40
(i)	Mail-out Envelope (6 x 9-1/2"): White Writing Envelope (24-lb.), per 1,000 Leaves	21	38.00	\$ 798.00	146.55	\$ 3,077.55	72.05	\$ 1,513.05	25.29	\$ 531.09	163.00	\$ 3,423.00
(j)	Mail-out Envelope (9 x 12"): Light Brown (Kraft Shade) Envelope (32-lb.), per 1,000 Leaves	26	48.00	\$ 1,248.00	198.82	\$ 5,169.32	188.50	\$ 4,901.00	25.29	\$ 657.54	310.00	\$ 8,060.00
IV. INSERTING AND DISTRIBUTION: Prices offered must be all inclusive and include the cost of all required materials and operations necessary for the mailing of the mailers, including cost of collating letter leaves and inserts leaves in proper sequence, folding letter and insert(s), to required size in accordance with these specifications, insertion of letters, inserts, and, return envelopes, as required, into correct mail-out envelope, CASS/NCOA certification (mailers and postcards), and mailing, in accordance with these specifications.												
(a)	Inserting 1 to 3 items into a No. 10 mail-out envelope, per 1,000 mailers	187	250.00	\$ 46,750.00	25.00	\$ 4,675.00	309.00	\$ 57,783.00	1189.65	\$ 222,464.55	15.00	\$ 2,805.00
(b)	Inserting 4 to 6 items into a No. 10 mail-out envelope, per 1,000 mailers	231	285.00	\$ 65,835.00	25.00	\$ 5,775.00	309.00	\$ 71,379.00	1223.72	\$ 282,679.32	27.00	\$ 6,237.00
(c)	Inserting 1 to 3 items into a 6 x 9-1/2 mail-out envelope, per 1,000 mailers	4	2000.00	\$ 8,000.00	25.00	\$ 100.00	309.00	\$ 1,236.00	1070.00	\$ 4,280.00	15.00	\$ 60.00
(d)	Inserting 4 to 6 items into a 6 x 9-1/2 mail-out envelope, per 1,000 mailers	4	2000.00	\$ 8,000.00	25.00	\$ 100.00	309.00	\$ 1,236.00	1063.64	\$ 4,254.56	27.00	\$ 108.00
(e)	Inserting 1 to 3 items into a 9 x 12 mail-out envelope, per 1,000 mailers	4	2000.00	\$ 8,000.00	450.00	\$ 1,800.00	309.00	\$ 1,236.00	1447.22	\$ 5,788.88	120.00	\$ 480.00
(f)	Inserting 4 to 6 items into a 9 x 12 mail-out envelope, per 1,000 mailers	4	2000.00	\$ 8,000.00	450.00	\$ 1,800.00	309.00	\$ 1,236.00	1455.56	\$ 5,822.24	450.00	\$ 1,800.00
(g)	Return of returned/undeliverable mail (mailers and postcards), per piece	3500	3.00	\$ 10,500.00	0.31	\$ 1,085.00	0.02	\$ 70.00	0.0250	\$ 87.50	0.20	\$ 700.00
(h)	Destruction of returned/undeliverable mail (mailers and postcards), per piece	3150	3.00	\$ 9,450.00	0.31	\$ 976.50	0.04	\$ 126.00	0.0500	\$ 157.50	0.04	\$ 126.00
CONTRACTOR TOTALS				\$ 645,508.00				\$ 382,264.46		\$ 3,348,224.80		\$ 206,063.62
DISCOUNT			NET	\$ -			0.25%	\$ 955.66	5.00%	\$ 167,411.24	0.25%	\$ 515.16
DISCOUNTED TOTALS			30 days	\$ 645,508.00			20 days	\$ 381,308.80	21 days	\$ 3,180,813.56	20 days	\$ 205,548.46

Reviewed by: _____

AWARDED



January 9, 2026

This is Amendment No. 1. The specifications in our invitation for bids on Program 3023S, scheduled for opening at 1:00 p.m., Eastern Time (ET), on January 12, 2026, are amended as follows:

1. Change the bid opening date to 1:00 p.m., Eastern Time (ET), on January 20, 2026.
2. **Delete the following on page 38:**
 - III. (f) 87
 - III. (g) 12
 - III. (h) 459
 - III. (i) 12
 - III. (j) 12

And insert in lieu thereof:

- III. (f) 37
- III. (g) 73
- III. (h) 424
- III. (i) 21
- III. (j) 26

3. **Delete the following on page 38:**

- IV. (g) 803,624
- IV. (h) 802,343

And insert in lieu thereof:

- IV. (g) 3,500
- IV. (h) 3,150

All other specifications remain the same.

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

bids@gpo.gov

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



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

Sincerely,

MICHAEL J. SOMMER
Contracting Officer

U.S. GOVERNMENT PUBLISHING OFFICE
Northwest Region

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Veterans Affairs Rapid Mailers

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 March 1, 2026 and ending February 28, 2027, plus up to four (4) optional 12-month extension periods that may be added in accordance with the “OPTION TO EXTEND THE TERM OF THE CONTRACT” clause in SECTION 1 of this contract.

BID OPENING: Bids shall be opened virtually at 1:00 p.m., Eastern Time (ET), on January 12, 2026, at the U.S. Government Publishing Office. All parties interested in attending the bid opening shall email bids@gpo.gov one (1) hour prior to the bid opening date and time to request a Microsoft Teams live stream link. This must be a separate email from the bid submission. The link will be emailed prior to the bid opening.

BID SUBMISSION: Bidders must email bids to bids@gpo.gov for this solicitation. No other method of bid submission will be accepted at this time. The program number and bid opening date must be specified in the subject line of the emailed bid submission. *Bids received after the bid opening date and time specified above will not be considered for award.*

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

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

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

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

For information of a technical nature, contact GPO Northwest Regional Office at infonorthwest@gpo.gov; fbuchko@gpo.gov; or at (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. 01-18)) and GPO Contract Terms, Quality Assurance through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (Rev. 09-19)).

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

GPO QATAP (GPO Publication 310.1) – <https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/qatap-rev-09-19.pdf>.

SUBCONTRACTING: Contract Clause 6, “Subcontracts,” of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 01-18)), is modified to permit subcontracting of the manufacturing of the envelopes only.

NOTE: All references to “subcontractor” or “subcontracting” for anything other than the manufacturing of envelopes are to be disregarded.

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

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

Product Quality Levels:

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

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

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

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

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	Approved Prior to Production samples/ Average type dimension in publication
P-9. Solid and Screen Tints Color Match	Approved Prior to Production samples/ Pantone Matching System
P-10. Process Color Match	Approved Prior to Production samples

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 March 1, 2026 to February 28, 2027, 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 November 30, 2025, 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.

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

1. BLS code 0913 for All Paper will apply to all paper required under this contract.
2. The applicable index figures for the month of February 2026, will establish the base index.
3. There shall be no price adjustment for the first three (3) production months of the contract.

4. Price adjustments may be monthly thereafter, but only if the index varies by an amount (plus or minus) exceeding 5% by comparing the base index to the index for that month which is two months prior to the month being considered for adjustment.
5. Beginning with order placement in the fourth month, index variances will be calculated in accordance with the following formula:

$$\frac{X - \text{Base Index}}{\text{Base Index}} \times 100 = \text{ ______ } \%$$

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

6. The contract adjustment amount, if any, will be the percentage calculated in 5 above less 5%.
7. Adjustments under this clause will be applied to the contractor's bid price(s) for Item III., "PAPER" in the "SCHEDULE OF PRICES" and will be effective on the first day of any month for which prices are to be adjusted.

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

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

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

SECURITY – PRIVACY REQUIREMENTS:

NOTE: All references to "contractors" (plural) are to be disregarded. This program is a single award and will be awarded to one contractor. For the purpose of this contract, the terms "vendor" and "contractor" are used interchangeably throughout these specifications.

General - 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.

SECURITY REQUIREMENTS: Protection of Confidential Information –

- (a) 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.

- (b) 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.
- (c) 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.
- (d) For knowingly disclosing information in violation of the Privacy Act, the contractor and the contractor employees may be subject to the criminal penalties as set forth in 5 U.S.C Section 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1) to the same extent as employees of the 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.
- (e) The contractor shall assure that each contractor employee with access to confidential information knows the prescribed rules of conduct and that each contractor employee is aware that he/she may be subject to criminal penalties for violations of the Privacy Act.
- (f) All confidential information obtained from 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.
- (g) 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.

SECURITY REQUIREMENTS: 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.)

The general requirements as listed above 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.

Access to VA Information and VA Information Systems:

- a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

- b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.
- c. Contract personnel who require access to national security programs must have a valid security clearance. 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.
- d. 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.
- e. 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 Language:

- a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance 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/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).
- b. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or 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.
- c. Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor 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*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 calendar days of termination of the contract.

- d. The contractor/subcontractor must 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. 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 or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.
- e. The contractor/subcontractor shall not make copies of VA information except as authorized and 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.
- f. 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 VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.
- g. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.
- h. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.
- i. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.
- j. 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: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) 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 the VA contracting officer for response.
- k. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 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 or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.
- l. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the Contracting Officer Technical Representative (COTR) (The COTR is the VA Representative).

Information System Design and Development:

- a. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, 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 (PIA) must be completed, provided to the COTR, and approved by the VA Privacy Service in accordance with Directive 6507, *VA Privacy Impact Assessment*.
- b. The contractor/subcontractor shall certify to the COTR 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. This includes Internet Explorer 11 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.
- c. The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA approved and FDCC configuration. Information technology staff must also use the Windows Installer Service for installation to the default “program files” directory and silently install and uninstall.
- d. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.
- e. 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, *Guide for Applying the Risk Management Framework to Federal Information Systems*, VA Handbook 6500, *Information Security Program* and VA Handbook 6500.5, *Incorporating Security and Privacy in System Development Lifecycle*.
- f. The contractor/subcontractor is required to design, develop, or operate a System of Records Notice (SOR) 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.
- g. The contractor/subcontractor agrees to:
 - (1) 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:
 - (a) The Systems of Records (SOR); and
 - (b) The design, development, or operation work that the contractor/subcontractor is to perform;
 - (1) 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 SOR on individuals that is subject to the Privacy Act; and

- (2) 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 SOR.
- h. 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 SOR 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 SOR on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish an agency function, the contractor/subcontractor is considered to be an employee of the agency.
- (1) "Operation of a System of Records" means performance of any of the activities associated with maintaining the SOR, including the collection, use, maintenance, 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, education, financial transactions, medical history, and criminal or employment history and contains the person's name, or identifying number, symbol, or any other identifying particular assigned to the individual, such as a fingerprint or voiceprint, or a photograph.
- (3) "System of Records" 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.
- i. 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 this 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.
- j. 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 five (5) calendar days.
- k. 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 workdays. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within five (5) calendar days.
- l. 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, Or Use:

- a. 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 equivalent, to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the COTR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation.

- b. Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), 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 are to be assessed and stated within the PIA and 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.
- c. Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the contractor's systems in accordance with VA Handbook 6500.3, *Certification and Accreditation* and/or the VA OCS Certification Program Office. Government-owned (Government facility or Government equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.
- d. The contractor/subcontractor's system 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 ISO for entry into VA's POA&M management process. The contractor/subcontractor must 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 are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor/subcontractor activities must 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 C&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, Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.
- e. 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 COTR. 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 (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.
- f. VA prohibits the installation and use of personally-owned or contractor/subcontractor-owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a 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.

- g. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, *Electronic Media Sanitization* upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the contractor/subcontractor or any person acting on behalf of the contractor/subcontractor, 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 6500.1 requirements. This must be completed within 30 calendar days of termination of the contract.
- h. Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes. The options are:
 - (1) Vendor must accept the system without the drive;
 - (2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or
 - (3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.
 - (4) Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;
 - (a) The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and
 - (b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or contract.
 - (c) A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

Security Incident Investigation:

- a. 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 COTR and simultaneously, the designated ISO and 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.
- b. To the extent known by the contractor/subcontractor, the contractor/subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

- c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.
- d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall 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 shall 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.

Liquidated Damages for Data Breach:

- a. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information (SPI). If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.
- b. 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.
- c. 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.
- d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:
- (1) Notification;
 - (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
 - (3) Data breach analysis;
 - (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
 - (5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
 - (6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

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 the contract. With 10 workdays' notice, at the request of the Government, the contractor must 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) as determined by VA in the event of a security incident or at any other time.

Training:

- a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:
 - (1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, Appendix E relating to access to VA information and information systems (see Attachment B);

- (2) Successfully complete the *VA Cyber Security Awareness and Rules of Behavior* training and annually complete required security training;
 - (3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
 - (4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access.
- b. The contractor shall provide to the contracting officer and/or the COTR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.
 - c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

Background Investigation –

The position sensitivity impact for this effort has been designated as Limited 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 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 Contractor Background Investigation Request Form (Attachment A) for each contractor employee who will be working on this contract.
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 102 (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 (hereinafter 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), email forums, and list servers.
4. VA Directive 6102 and VA Handbook 6102 are available at:

Internet/Intranet Services Handbook 6102

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
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. 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.

Section 508 text is available at: <https://www.opm.gov/information-management/accessibility/>.

NOTE: On a rare occasion, 508 compliance will be required only when a digital file is required to be returned on a print order (see "ELECTRONIC PREPRESS, *Digital Deliverables*").

DATA RIGHTS: All data 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/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.

PREAWARD SURVEY: In order to determine the responsibility of the contractor, the Government reserves the right to conduct an on-site preaward survey at the contractor's facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract. As part of the financial determination, the contractor in line for award may be required to provide one or more of the following financial documents:

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

The documents will be reviewed to validate that adequate financial resources are available to perform the contract requirements. Documents submitted will be kept confidential and used only for the determination of responsibility by the Government. Failure to provide the requested information in the time specified by the Government may result in the Contracting Officer not having adequate information to reach an affirmative determination of responsibility.

If the Government, during the preaward survey, concludes that the contractor does not or cannot meet all of the requirements as described in this contract, the contractor will be declared non-responsible.

Attending the preaward survey will be representatives from the VA, and possibly GPO.

Contractors must complete the “Contractor Security Control Assessment (CSCA), Self-Assessment Questionnaire for Contract Service Providers” for VA review and use during the preaward survey security review. (See Attachment C.)

The preaward survey will include a review of the contractor’s preaward production plans as required by this specification.

PREAWARD PRODUCTION PLANS: As part of the preaward survey, 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 each of the following activities. The workday after notification to submit will be the first day of the schedule.

The Preaward Production Plans must be formatted so that each plan, as specified below, is its own section, and all information required for that plan is specified in that section. The plans must be furnished as one document with each plan separately identified.

Option Years: For each option year that may be exercised, the contractor will be required to review their plans and re-submit in writing the above plans detailing any changes and/or revisions that may have occurred. The revised plans are subject to Government approval and must be submitted to the Contracting Officer or his/her representative within seven (7) calendar days of notification of the option year being exercised.

NOTE: If there are no changes/revisions, the contractor will be required to submit to the Contracting Officer or his/her representative 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 some or all 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) (acts of God, labor disagreements, national emergencies, pandemics, 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.

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 their own organization, an independent quality assurance organization of sufficient size and expertise to monitor the operations performed and inspect the products of each operation to a degree and extent that will ensure the Government’s quality assurance, inspection, and acceptance provisions 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, or 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. 01-18)). A recovery system is required to replace all defective, missing, or 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 U.S. Postal Service (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, or mutilated pieces.

The plan should include the sampling interval the contractor intends to utilize. The contractor will be required to create a quality control sample from each file, to be drawn from the production stream. Samples should be in unsealed envelopes with letters or 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. 01-18)).

Verification of Production and Mailing Plan – Contractor will be responsible for validating the integrity of every item produced in all phases of printing, imaging, inserting, and mailing and to ensure all mailpieces (mailers and postcards) were correctly entered into the U.S. Postal System. The contractor's plan must detail how these operations will be accomplished, as specified below.

Mailpiece Integrity shall be defined as follows: Each mailpiece 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, imaged, inserted, and entered correctly into the U.S. Postal System.

The contractor is responsible for providing the automated inserted mailpiece 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, imaged, inserted, and mailed correctly. The contractor's inserting equipment must have automated systems that include coding and scanning technology capable of –

1. Reconciling letter counts and quantity counts from VA provided files to print order control totals provided by VA; reporting variances.
2. Uniquely identifying each product types within a print order.
3. Unique identifier to be scanned after insertion to ensure all products are present and accounted for.
4. Tracking and reporting all products produced and mailed within a print order at the product type level.
5. Identifying and reporting all missing products that were lost or spoiled during production within a print order.
6. Generating a new production file for all missing products.
7. Tracking and reporting all products that were reproduced and mailed within a print order at the product type level.
8. Reconciling the total of all products produced and mailed within a print order to the control totals provided by VA; reporting all variances.
9. Reconciling the total of all products mailed to mailing totals contained on Postal Entry Forms within a print order; reporting all variances.
10. Generating a final automated summary report which provides information that all mailpieces 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 mailpiece. This audit report will contain all information identified above for each phase of printing, imaging, inserting, 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 GPO. 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 – The plan must detail the unique identifying numbers that will be used. 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 VFA (Virtual File Access - A number that is assigned to identify a record) Unique ID (UID) for Management Information (MI) reporting.

Recovery System Plan – 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. The contractor's plan must provide an explanation of the contractor's sequential numbering system 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 Plan – This plan must explain in detail how the following materials will be handled: incoming raw materials; work-in-progress materials; quality control inspection materials; USPS inspection materials; and all outgoing materials cleared for USPS pickup/delivery.

Personnel Plan – This plan must include a listing of all personnel who will be involved with this contract. For any new employees, the plan must 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, contractor to 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 Health Benefits 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 (ex. burning, pulping, shredding, macerating, or other suitable similar means). Electronic Records must be definitively destroyed in a manner that prevents reconstruction. *Definitively* destroying the records means the material cannot be reassembled and used in an appropriate manner in violation of law and regulations. *Sensitive records* are records that are national security classified or exempted from disclosure by statute, including the Privacy Act or regulation.

If the contractor selects shredding as a means of disposal, it is preferred that a cross-cut shredder be used. If a strip shredder is used, the strips must not exceed one-quarter inch. The contractor must provide the 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: Disposal of waste materials cannot be subcontracted.

Production Area – The contractor must provide a secure area(s) for the processing and storage of data for the for any item that contains protected data (PII) 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.

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, imaging, binding, inserting, mail processing, quality control, sample selections, and inspections; and, monitor the packing and staging of the mail, the processing of undeliverable mail, and the 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 armchair, a telephone line and an Ethernet connection, 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 4-drawer letter-size files with combination padlock and pendaflex file folders, or equal.

POSTAWARD CONFERENCE: Unless waived by the Government, the total requirements of the job as indicated in these specifications will be reviewed by Government representatives with the contractor's representatives at the contractor's facility immediately after award. The contractor will be notified of the exact date and time. At the Government's option, the postaward conference may be held via teleconference. NOTE: Person(s) that the contractor deems necessary for the successful implementation of the contract must attend.

PREPRODUCTION MEETING: A preproduction meeting covering the printing, imaging, folding, inserting, and mailing shall be held after award of the contract to review the contractor's production plan and to establish coordination of all operations. VA shall schedule the date and time of the preproduction meeting with the contractor, which shall be hosted by the contractor at the contractor's production facility. NOTE: At the Government's option, the postaward conference may be held via teleconference.

Attending this meeting will be representatives from the Government Publishing Office, Department of Veterans Affairs, and U.S. Postal Service. The contractor shall present and explain their final plan for the printing, imaging, folding, inserting, and mailing.

In addition, the contractor shall be prepared to present detailed production plans, including such items as quality assurance, projected commencement dates, equipment loading, pallet needs, etc. The contractor is to provide the name of the representative responsible for the mailing operation and that individual's backup.

The contractor will conduct a tour of their facility demonstrating compliance with VA security and privacy requirements and quality assurance standards. The VA will conduct an on-site inspection of the contractor's production facility

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

Option Years: For each option year that may be exercised, the Government's representatives may request a preproduction meeting with the contractor's representatives to be held at the contractor's facility to discuss the requirements of that contract year's jobs. The Government reserves the right to waive the preproduction meeting in the option years.

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

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from March 1, 2026 through February 28, 2027, plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" upon notification by the Government for purposes of the contract when it is electronically transmitted or otherwise physically furnished to the contractor in conformance with the schedule.

REQUIREMENTS: This is a requirements contract for the items and 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.

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.

PAYMENT: Submitting all invoices for payment via the GPO fax gateway (if no samples are required), utilizing the GPO barcode coversheet program application, is the most efficient method of invoicing. Instruction for using this method can be found at the following web address:
<http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html>.

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

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

Contractor's billing invoice must be itemized in strict accordance with the line items in the "SCHEDULE OF PRICES."

SECTION 2. - SPECIFICATIONS

SCOPE: These specifications cover the production of mailers (consisting of various types of letters, inserts, return envelopes, and mail-out envelopes) and postcards requiring such operations as electronic prepress, printing (including four-color process), variable imaging, binding, construction, inserting, and distribution.

TITLE: Veterans Affairs Rapid Mailers.

FREQUENCY OF ORDERS: Approximately 150 to 600 orders per year.

NOTE: The majority of all orders will be for the mailer packages. Less than 1 percent will be for the postcards. When required, postcards may be ordered on the same print order as the mailer packages or on a separate print order.

QUANTITY: Approximately 1 to 500,000 mailers or postcards per order. An average of 300.

NUMBER OF PAGES:

Letter – Approximately 1 to 3 total leaves (face only or face and back) per order.

Insert – Approximately 1 to 6 total leaves (face only or face and back) per order. (NOTE: There could be up to three (3) different inserts per mailer; however, the total number of insert leaves for any given mailer will be no more than six (6) leaves (8-1/2 x 11" size).)

Postcard – Face only or face and back.

Return Envelope – Face only or face and back (after construction).

BRE Return Envelope – Face only (after construction).

Mail-out Envelope – Face only (after construction).

TRIM SIZES:

Letter – 8-1/2 x 11".

Insert – 8-1/2 x 11".

Postcard – 6 x 4" up to and including 8-1/2 x 5-1/2".

Return Envelope – No. 9 (3-7/8 x 8-7/8"), plus flap.

BRE Return Envelope – 8-3/4 x 11-1/4", plus flap.

Mail-out Envelope – No. 10 (4-1/8 x 9-1/2"), plus flap; 6 x 9-1/2", plus flap; 9 x 12", plus flap.

GOVERNMENT TO FURNISH:

Static Text Matter and Artwork – Electronic media will be furnished as follows:

Platform: Macintosh OSX; Windows (current/near current version).

Storage Media: Email; contractor-hosted Secure File Transfer Protocol (SFTP) site.

Software: Adobe InDesign, Photoshop, and Illustrator (current/near current version).

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. The contractor must provide the upgrades within one (1) month of notification by the Government.

Fonts: All printer and screen fonts will be furnished.

The contractor is cautioned that the furnished fonts are the property of the Government and/or its contractors. All furnished fonts are to be eliminated from the contractor's archive immediately after completion of the contract.

Additional

Information: Files will be furnished in native application and PostScript formats.
Electronic media will include all illustrations and graphics furnished in place.
CMYK and Pantone will be used for color identification.

Variable Data – The variable data will be transferred to the contractor's SFTP site for retrieval by the contractor. The variable data will be furnished as either a Microsoft Excel file or a delimited text file with each order. Delimitations may vary in symbols used to separate data fields. (See Attachment D.)

Attachments –

- Attachment A – Contractor Background Investigation Request Form
- Attachment B – Contractor Rules of Behavior
- Attachment C – Contractor Security Control Assessment (CSCA)
- Attachment D – File Layout (NOTE: The facsimiles of the sample pages shown as Attachment D are representative of the files which will be furnished under this contract. However, it cannot be guaranteed that future orders will correspond exactly to these attachments. Additionally, the file layout will may be different for each type of letter ordered.)
- Attachment E – Declaration for Federal Employment - OPM Optional Form 306
- Attachment F – Authorization for Release of Information - VA Form 0710
- Attachment G – VA Security and Investigations Center - Self Certification of Continuous Service

NOTE: Attachments A, B, and E through G are part of the total package required for background checks.

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

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.

The contractor must be able to accept VA files electronically via a contractor-hosted SFTP server. Appropriate log-on instructions and protocol must be provided at time of award. The contractor must provide necessary security for the SFTP, which at a minimum, must have a unique user ID and password. NOTE: Upon completion of work, the contractor will place files on this server for VA's retrieval.

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 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 of 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.

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 (see "PREPRODUCTION VALIDATION TEST").

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. 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.

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

PREPRODUCTION VALIDATION TEST Prior to commencement of production of orders placed under this contract, VA will furnish electronic test files that are to be used in performing Preproduction Validation Test.

Dataset names and formats for this test will be provided at the preproduction meeting (see "PREPRODUCTION MEETING"), or shortly thereafter.

All production files will be transmitted electronically. The Government will not furnish backup cartridges at any time during the term of this contract.

NOTE: Failure of the contractor to perform the Validation Test satisfactorily may be cause for default. The Government reserves the right to waive the requirements of the test. Contractor will be notified at the postaward conference if test is to be waived.

VA will transmit a test file containing no more than 250 test records to the contractor for their use in producing product samples 21 calendar days after the preproduction meeting. These test records are used to complete the testing as outlined in the sections below.

The Government will approve, conditionally approve, or disapprove the validation output within seven (7) calendar days of 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 thereof.

The contractor shall deliver the following –

- *Printed Samples* – For each test record, the contractor shall provide a set of sample products to VA (address to be supplied at the preproduction meeting, or shortly thereafter) within five (5) calendar days of receipt of the test file.

The contractor must produce these samples on their equipment that will be used in production and with their personnel. The samples are to be printed (on the paper required by these specifications) and bound, as specified herein. The samples must be complete (reflect the complete mailing package, e.g., letter, inserts, return/BRE return envelope inserts, and mail-out envelopes, unless otherwise specified) and include all variable fill-ins. The Government will approve, conditionally approve, or disapprove the printed samples within twenty-one (21) calendar days of receipt thereof.

- *Mail Management Files* – For the materials generated as a result of the Preproduction Validation Test, the contractor will make available on the contractor’s secure server to VA three mail status files:
 - (1) A file containing records that have invalid addresses;
 - (2) A file containing records that were mailed; and,
 - (3) A file identifying records that could not be processed due to data corruption.

These files will be retrieved from the contractor’s server by VA, within three (3) calendar days of the Preproduction Validation Test, for processing and approval of the Test files.

To test the undeliverable mail processing, VA will select up to 20 records as having mail that was returned as undeliverable by the post office and provide the record information to the contractor within three (3) calendar days of the preproduction validation test.

The contractor will make a file containing undeliverable records information available on their secure server available to VA within three (3) calendar days of receipt of the test undeliverable records information.

The Government will approve, conditionally approve, or disapprove the validation output within 14 calendar days of 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 thereof.

All data provided by the Government or duplicates made by the contractor and any resultant printouts must be accounted for and kept under strict security to prevent their release to any unauthorized persons. Data may not be duplicated in whole or in part for any other purpose than to create material to be used in the performance of this contract.

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 production 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, the contractor will need to capture variable information into fillable PDF forms and generate electronic versions in PDF, which are then uploaded to the VA system.

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

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

Digital Deliverables (Inserts and All Envelopes Only) – Upon completion of each order, the contractor must furnish final production native application files (digital deliverables) with the furnished material, as applicable. 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 Adobe Acrobat Portable Document Format (PDF) files as digital deliverables when furnished by the Government.)

PROOFS (For All Items Ordered on a Print Order):

When ordered, one (1) press quality PDF soft proof (for content only) using the same Raster Image Processor (RIP) that will be used to produce the final printed product. PDF proof will be evaluated for text flow, image position, and color breaks. Proof will not be used for color match.

NOTE: When ordered, contractor must provide one PDF soft proof for each different type of letter, postcard, insert, and envelope. For the letters and inserts with variable data, the VA will provide generic “variable” information to be used for the letters/inserts.

PDF proofs must show all artwork, indicate margins, static information, and variable information, as applicable for each item.

PDF proof for envelopes must show flap and window position, if applicable.

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 (When Ordered): Prior to the commencement of production of the contract production quantity, the contractor shall submit not less than five (5) samples of each item ordered on a print order. The container and accompanying documentation shall be marked "PREPRODUCTION SAMPLES" and shall include the GPO Purchase Order, Jacket, Program, and Print Order Numbers.

NOTE: Each letter sample will be imaged with different individuals' name and information using the generic "variable" information provided for the proofs. For inserts with variable data, contractor to use the generic "variable" information provided for the proofs.

DO NOT SEAL MAIL-OUT ENVELOPES.

All sample items shall be printed and bound/constructed (as applicable), as specified herein, and must be of the size, kind, and quality that the contractor will furnish. Samples will be inspected and tested for conformance of materials and must comply with the specifications as to construction, kind, and quality of materials. All samples must be printed on the paper required for that item, as specified herein.

Contractor must submit samples to the address indicated on the print order.

Contractor must submit samples within five (5) calendar days of receipt of "O.K. to Print" on proofs.

The Government will approve, conditionally approve, or disapprove the samples within five (5) calendar days 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. The Government will require the time specified above to inspect and test any additional samples required.

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

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

Manufacture of the final product prior to approval of the sample submitted is at the contractor's risk. Samples will not be returned to the contractor.

All samples shall be manufactured at the facilities and on the 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. 13” dated September 2019.

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

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

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

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

Letter –

White 25% Cotton Bond (Archival Quality), basis weight: 20 lbs. per 500 sheets, 17 x 22”, equal to JCP Code G40.

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

Insert – White, Yellow, and Pink Writing, basis weight: 20 lbs. per 500 sheets, 17 x 22”, equal to JCP Code D10.
NOTE: Yellow and Pink Writing will only be required for the 8-1/2 x 11” inserts.

Postcard –

White Index, basis weight: 90 lbs. per 500 sheets, 25-1/2 x 30-1/2”, equal to JCP Code K10.

White Gloss-Coated Cover, basis weight 100 lbs. per 500 sheets, 20 x 26”, equal to JCP Code L10.

Return Envelope No. 9 (3-7/8 x 8-7/8”) – White Writing Envelope, basis weight: 24 lbs. per 500 sheets, 17 x 22”, equal to JCP Code V20.

BRE Return Envelope (8-3/4 x 11-1/4”) – White Writing Envelope, basis weight: 24 lbs. per 500 sheets, 17 x 22”, equal to JCP Code V20.

Mail-out Envelope No. 10 (4-1/8 x 9-1/2”) – White Writing Envelope, basis weight: 24 lbs. per 500 sheets, 17 x 22”, equal to JCP Code V20.

Mail-out Envelope (6 x 9-1/2”) – White Writing Envelope, basis weight: 24 lbs. per 500 sheets, 17 x 22”, equal to JCP Code V20.

Mail-out Envelope (9 x 12”) – Light-Brown (Kraft Shade) Envelope, basis weight: 32 lbs. per 500 sheets, 17 x 22”, equal to JCP Code V10.

PRINTING AND VARIABLE IMAGING:

At contractor's option, the letters, inserts, postcards, return envelopes and mail-out envelopes printing in black only may be produced via conventional offset or digital printing provided Quality Level III standards are maintained. Final output must be a minimum of 150-line screen and at a minimum resolution of 1200 x 1200 dpi x 1 bit or 600 x 600 dpi x 4-bit depth technology. Digital device must have a RIP that provides an option for high quality color matching such as Device Links Technology and/or ICC Profiles. NOTE: Contractor must produce the entire job either conventional offset or digital printing; split production methods are not acceptable without prior approval.

At contractor's option, mail-out envelopes printing in a Pantone color or postcards printing in four-color process 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 and at a minimum resolution of 2400 x 2400 x 1 dpi or 600 x 600 x 8 bit depth technology. Digital device must have a RIP that provides an option for high quality color matching such as Device Links Technology and/or ICC Profiles. NOTE: Contractor must produce the entire job either conventional offset or digital printing; split production methods are not acceptable without prior approval.

Letter – Print leaves face only or face and back, as required, in black. Printing consists of text matter, agency logo/seal, and signature artwork. Variable image leaves face only or face and back, as required, in black. Variable imaging consists of text matter only.

Insert (with Variable Imaging) – Print leaves face only or face and back, as required, in black. Printing consists of text matter, agency logo/seal, and signature artwork. Variable image leaves face only or face and back, as required, in black. Variable imaging consists of text matter only.

Insert – Print leaves face only or face and back, as required, in black ink only. Printing consists of text and line matter and agency logo/seal.

Postcard (6 x 4" Only) - Print face only in four-color process. Printing consists of text matter, agency logo/seal, and signature artwork. Variable image in black. Variable imaging consists of text matter only. **NOTE: Contractor must use their mailing address as the return address.**

Postcard (Over 6 x 4" up to and including 8-1/2 x 5-1/2") – Print face only or face and back, as required, in black. Printing consists of text matter, agency logo/seal, and signature artwork. Variable image in black on one side. Variable imaging consists of text matter only. **NOTE: Contractor must use their mailing address as the return address.**

Return Envelope (No. 9 - 3-7/8 x 8-7/8") – Print envelope face only or face and back (after construction), as required, in black. Printing consists of text and line matter and agency seal/logo.

BRE Return Envelope (8-3/4 x 11-1/4") – Print envelope face only (after construction), in black. Printing consists of text and line matter and agency seal/logo.

Mail-out Envelope (All Sizes) – Print envelope face only (after construction) in black or in a single ink color other than black. Printing consists of text and line matter and agency seal/logo. When required, variable image the mailing and/or return address in black. Match Pantone color as indicated on the print order. **NOTE: Contractor must use their mailing address as the return address.**

NOTE: GPO imprint is waived and must not print on any of the final products.

MARGINS: Unless otherwise specified, margins will be as indicated on the print order or furnished electronic media.

BINDING (Letters, Inserts, and Postcards):

Letter – Trim four sides.

Insert (8-1/2 x 11") – Trim four sides

Postcard – Trim four sides.

CONSTRUCTION (Envelopes):

Return Envelope (No. 9 - 3-7/8 x 8-7/8") and BRE Return Envelope (8-3/4 x 11-1/4") – Envelopes must be open side, diagonal seams, with gummed, fold-over flap for sealing. Flap depth is at the 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.

Envelopes shall be sufficiently high cut so as to prevent the flap adhesive from coming in contact with the envelope's contents. The sealed seams shall not adhere to the inside of the envelope. Envelopes shall be free from cuts, folds, tears, machine marks, foreign matter, dirt, ink smears, and adhesive stains.

Mail-out Envelope (No. 10 - 4-1/8 x 9-1/2") – Envelopes must be open side, diagonal seams, with gummed, fold-over flap for sealing. Flap depth is at the contractor's option but must meet all USPS requirements. Flap must be coated with a suitable glue that will securely seal the envelope without adhering to contents, not permit resealing of the envelope, and permit easy opening by the recipient.

Envelopes shall be sufficiently high cut so as to prevent the flap adhesive from coming in contact with the envelope's contents. The sealed seams shall not adhere to the inside of the envelope. Envelopes shall be free from cuts, folds, tears, machine marks, foreign matter, dirt, ink smears, and adhesive stains.

Face of envelope to contain one (1) die-cut mailing address window (1-1/4 x 4-1/4" in size) with slightly rounded corners. Die-cut window is to be located 1/2" from the bottom edge of the envelope and 3/4" from the left edge of the 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 of the window opening (subject to Government approval), providing the visibility of the address is not obscured, and other extraneous information is not visible when material is inserted into the envelope.

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

Mail-out Envelope (6 x 9-1/2" and 9 x 12") – Envelopes are open side, side seams, with gummed, fold-over flap for sealing. Flap depth is at the 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.

Envelopes shall be sufficiently high cut so as to prevent the flap adhesive from coming in contact with the envelope's contents. The sealed seams shall not adhere to the inside of the envelope. Envelopes shall be free from cuts, folds, tears, machine marks, foreign matter, dirt, ink smears, and adhesive stains.

Face of envelope to contain one (1) die-cut address window. Window is located on the upper left face of the envelope, vertical placement (after manufacture). NOTE: The size of the die-cut window envelope will be specified on the print order. The die-cut window is to be located in alignment with the address location on the letter.

INSERTING:

Gather leaves of letter and any required inserts in proper sequence (letter on top with insert(s) behind letter) and nested together, letter-fold with a "Z-fold" with Veteran's name and address on letter facing out for visibility through envelope window, for insertion into No. 10 mail-out envelope. At contractor's option, letter and insert(s) can be folded separately and inserted into No. 10 mail-out envelope with folded letter on top. When required, insert return envelope and/or BRE return envelope (flat) behind folded letter/insert(s), as applicable.

When specified on the print order, gather leaves of letter in proper sequence and any required insert(s) (letter on top with insert(s) behind letter), nested together, fold in half, with Veteran's name and address on letter facing out for visibility through envelope window, and insert into 6 x 9-1/2" mail-out envelope. At contractor's option, letter and insert(s) can be folded separately and inserted into 6 x 9-1/2" mail-out envelope with folded letter on top. When required, insert return envelope and/or BRE return envelope (flat) behind folded letter/insert(s), as applicable.

When specified on the print order, gather leaves of letter (flat) with any required insert(s), return envelope, and/or BRE return envelope behind the letter, with Veteran's name and address on letter facing out for visibility through envelope window, and insert flat into 9 x 12" mail-out envelope.

NOTE: All mailers will have a letter. Majority of mailers will be ordered with any combination of inserts, return envelope, or BRE return envelope to be inserted with the letter; however, some mailers may require only a letter. The combination of items may vary for the individual mailers ordered on the same print order.

It is the contractor's responsibility to ensure that only the Veteran's name/address on the letter are visible through the window on the mail-out envelope and that only one letter, and only one copy of the required inserts/return envelope/BRE envelope, as applicable, are inserted into the appropriate mail-out envelope.

After inserting, seal mail-out envelopes.

DISTRIBUTION: Mail f.o.b. contractor's city each individual mailer or postcard to domestic (nationwide and Puerto Rico) and foreign addresses. (The contractor is responsible for all costs incurred in transporting mailers and postcards to the post office.)

All mailing shall be made at the First Class rate or Presorted First Class rate (as specified) – *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. (NOTE: Government may provide a USPS permit number to be used for postage costs at a future point to replace reimbursable postage.) *NOTE: Contractor must provide copies of all USPS certifications/invoices to the ordering agency for postage cost capture.*

The contractor is required to obtain the maximum postage discount allowed by the USPS in accordance with appropriate USPS rules and regulations, including the USPS Domestic Mail Manual, and Postal Bulletins, in effect at the time of the mailing unless required otherwise on the individual print order.

CASS Certification – Contractor is required to perform the Coding Accuracy Support System (CASS) certification using USPS certified ZIP+4 software to generate ZIP+4 Codes and Delivery Point Barcodes. Contractor is required to furnish USPS with any required CASS certificates. All related costs to perform this operation must be included in submitted bid pricing. No additional reimbursement will be authorized.

NCOA Certification – Contractor will be required to run distribution files on each order through the National Change of Address (NCOA) service database to verify addresses are NCOA certified, as required. Contractor is required to furnish USPS with required NCOA certification to achieve the required postal discounts. All related costs to perform this operation must be included in submitted bid pricing. No additional reimbursement will be authorized.

Contractor is responsible for making any necessary changes possible to mailing addresses as a result of the CASS and NCOA operations, as applicable.

NOTE: In the event that a mailing address is determined to be undeliverable as a result of the CASS and/or NCOA operations, contractor must NOT print the letter intended for that recipient. Contractor must provide all undeliverable mailing addresses to the specified Health Eligibility Center (HEC). Address and contact information for the HEC will be provided at time of contract award, or shortly thereafter. (See “REPORTS” specified herein.)

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

Upon completion of each order, contractor must notify the ordering agency (on the same day the order mails) via email to the address indicated on the print order. The subject line of the email shall be “Distribution Notice for Program 3023-S, Print Order XXXXX, Jacket Number XXX-XXX.” The notice must provide all applicable tracking numbers, mailing methods, and title of product.

All expenses incidental to submitting proofs, preproduction validation test samples, and prior to production samples must be borne by the contractor.

SCHEDULE: Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

Preproduction Validation Test schedule: The Government will approve, conditionally approve, or disapprove the validation output within seven (7) calendar days of receipt thereof. The Government will approve, conditionally approve, or disapprove the printed samples within twenty-one (21) calendar days of receipt thereof.

Print order and all furnished materials will be provided via email and SFTP.

When ordered, contractor to email PDF soft proofs to the agency contact as specified on the print order. PDF proofs must be sent via an encrypted email. Email must be marked with the program and print order numbers as well as a return name and email address.

No definite schedule for placement of orders can be predetermined.

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.

- When required, contractor must email PDF soft proofs within three (3) calendar days of notification of the availability of print order and furnished material.
- Proofs will be withheld no more than five (5) calendar days from their receipt at the ordering agency until

corrections/changes/"O.K. to Print" are provided to the contractor via email. (NOTE: The first workday after receipt of proofs at the ordering agency is day one (1) of the hold time.)

- When required, contractor must submit prior to production samples within five (5) calendar days of receipt of "O.K. to Print" on proofs.
- The Government will approve, conditionally approve, or disapprove the samples within five (5) calendar days of the receipt thereof.
- Contractor must complete production and distribution within the time specified below of notification of the availability of print order and furnished material, receipt of "O.K. to Print" on proofs, or receipt of approval on prior to production samples, as applicable:
 - 500 to 10,000 letters or postcards within two (2) calendar days
 - 10,001 to 50,000 letters or postcards within four (4) calendar days
 - 50,001 to 100,000 letters or postcards within seven (7) calendar days
 - 100,001 or more letters or postcards within 10 calendar days

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. Upon completion of each order, contractor must contact the Shared Support Services Compliance Section via email at compliance@gpo.gov; or via telephone at (202) 512-0520. Personnel receiving the email or call will be unable to respond to questions of a technical nature or to transfer any inquiries.

UNDELIVERABLE/RETURNED MAIL: Contractor shall receive and process returned/undeliverable mail communications (white mail), relative to Program 3023-S, as follows:

When mail is received by the contractor, it shall remain unopened (if it is clearly indicated that it is in reference to the Program 3023-S contract). If the mail is not clearly marked, then said mail is to be opened only by an individual that has passed VA's security clearance.

This mail (opened/unopened mailers and any postcards) will be gathered in a secure location and held until scheduled for return to the designated VA representative. Once a week, all gathered white mail relating to Program 3023-S is to be inserted into a secure shipping container and shipped f.o.b. contractor's city (reimbursable) to the address as provided. A tracking number at the time of shipment shall be provided via email to the point of contact designated by VA. NOTE: During slow months, all gathered white mail may be shipped monthly. Contractor will be reimbursed for all shipping costs upon receipt of shipping receipts with their billing invoice.

All materials will be handled/processed by a cleared employee, per VA privacy/security requirements. The VA shall have the option to select the preferred vendor/small package carrier, if multiple carriers are available.

When instructed to do so, the contractor shall record and destroy all contents of the returned mailers, including mail-out envelope, and any returned postcards ensuring that the informational content is destroyed beyond legibility in accordance with VA security requirements specified herein. Material awaiting destruction shall be kept in a secure area or locked bin and shall be destroyed within 15 calendar days of being reported to VA as undeliverable. (Refer to "PREAWARD PRODUCTION PLANS, *Security Control Plan, Disposal of Waste Material.*")

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).

REPORTS: Contractor will furnish a weekly report of letter and postcard statuses by Veterans Personal Identification Number (VPID). The report will detail letters/postcards that are rejected by the CASS and NCOA software, returned letters/postcards, and deceased notifications.

This report will be accessible and retrievable by the Department of Veterans Affairs. Contractor to return information to the specified HEC for those records failing. This will be reported with all other letters/postcards processed each week. Report will consist of:

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

All information will be compiled in an Excel Spread Sheet and placed on the contractor's SFTP for retrieval by VA.

Reports will require contractor to return information on each Veteran (using VPID) to reflect changes/rejects/returns. Quantities of letters/postcards mailed will be generic in nature and will not include VPID.

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)	50	
	(b)	5	
	(c)	121	
		(1)	(2)
II.	(a)	1,676	864
	(b)	472	38
	(c)	2,068	2,235
	(d)	2	20
	(e)	2	15
	(f)	320	73
	(g)	208	73
	(h)	568	424
	(i)	32	21
	(j)	32	26
III.	(a)	89	
	(b)	1,602	
	(c)	89	
	(d)	20	
	(e)	15	
	(f)	87	
	(g)	12	
	(h)	459	
	(i)	12	
	(j)	12	
IV.	(a)	187	
	(b)	231	
	(c)	4	
	(d)	4	
	(e)	4	
	(f)	4	
	(g)	803,624	
	(h)	802,343	

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 nonresponsive.

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

All 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 strict accordance with the line items in the "SCHEDULE OF PRICES."

Cost of paper must be charged under Item III. "PAPER."

(Initials)

I. PREPRESS OPERATIONS:

- (a) PDF soft proof..... per proof\$ _____
- (b) Prior to production samples per order\$ _____
- (c) Capture variable information into fillable forms, generate electronic versions in PDF, and upload to VA system per 1,000 PDF files generated.....\$ _____

II. PRINTING, VARIABLE IMAGING, BINDING, AND CONSTRUCTION: Prices offered must be all inclusive and include the cost of materials and operations (including preproduction validation test; excluding paper) necessary for the printing, variable imaging, binding, and construction listed in accordance with these specifications.

	<u>Makeready and/or Setup</u> (1)	<u>Running Per 1,000 Copies</u> (2)
(a) Letter (8-1/2 x 11"): Printing face only or face and back in black and variable imaging in black, including binding per side..... \$ _____		\$ _____
(b) Insert (8-1/2 x 11"): Printing face only or face and back in black and variable imaging in black, including binding..... per side..... \$ _____		\$ _____
(c) Insert (8-1/2 x 11"): Printing face only or face and back in black, including binding per side\$ _____		\$ _____
(d) Postcard (6 x 4"): Printing face only in four-color process and variable imaging in black, including binding..... per postcard..... \$ _____		\$ _____
(e) Postcard (6 x 4" up to and including 8-1/2 x 5-1/2"): Printing face only or face and back in black and variable imaging in black, including binding..... per side..... \$ _____		\$ _____

(Initials)

	<u>Makeready and/or Setup</u> (1)	<u>Running Per 1,000 Copies</u> (2)
(f) Return Envelope (No. 9 - 3-7/8 x 8-7/8"): Printing face only or face and back in black, including construction per side	\$ _____	\$ _____
(g) BRE Return Envelope (8-3/4 x 11-3/4"): Printing face only in black, including construction per envelope	\$ _____	\$ _____
(h) Mail-out Envelope (No. 10 - 4-1/8 x 9-1/2"): Printing face only in a single color, including construction per envelope	\$ _____	\$ _____
(i) Mail-out Envelope (6 x 9-1/2"): Printing face only in a single color, including construction per envelope	\$ _____	\$ _____
(j) Mail-out Envelope (9 x 12"): Printing face only in a single color, including construction per envelope	\$ _____	\$ _____

III. PAPER: Payment for all paper supplied by the contractor under the terms of these specifications, as ordered on the individual print orders, 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 (8-1/2 x 11") – Each trim/page-size leaf.

Insert (8-1/2 x 11") - One 8-1/2 x 11" leaf will be allowed.

Postcard (6 x 4" up to and including 8-1/2 x 5-1/2") - Each trim/page-size leaf.

All Envelopes - One page-size leaf will be allowed for each envelope.

Per 1,000 Leaves

(a) Letter: White 25% Cotton Bond (20-lb.).....	\$ _____
(b) Letter and Insert: White Writing (20-lb.).....	\$ _____
(c) Insert: Colored Writing (20-lb.).....	\$ _____

(Initials)

Per 1,000 Leaves

- (d) Postcard: White Index (90-lb.).....\$ _____
- (e) Postcard: White Gloss-Coated Cover (100-lb.).....\$ _____
- (f) Return Envelope (No. 9 - 3-7/8 x 8-7/8"): White Writing Envelope (24-lb.)\$ _____
- (g) BRE Return Envelope (8-3/4 x 11-1/4"): White Writing Envelope (24-lb.).....\$ _____
- (h) Mail-out Envelope (No. 10 - 4-1/8 x 9-1/2"): White Writing Envelope (24-lb.)\$ _____
- (i) Mail-out Envelope (6 x 9-1/2"): White Writing Envelope (24-lb.).....\$ _____
- (j) Mail-out Envelope (9 x 12"): Light Brown (Kraft Shade) Envelope (32-lb.).....\$ _____

IV. INSERTING AND DISTRIBUTION: Prices offered must be all inclusive and include the cost of all required materials and operations necessary for the mailing of the mailers, including cost of collating letter leaves and inserts leaves in proper sequence, folding letter and insert(s), to required size in accordance with these specifications, insertion of letters, inserts, and, return envelopes, as required, into correct mail-out envelope, CASS/NCOA certification (mailers and postcards), and mailing, in accordance with these specifications.

- (a) Inserting 1 to 3 items into a No. 10 mail-out envelopeper 1,000 mailers\$ _____
- (b) Inserting 4 to 6 items into a No. 10 mail-out envelopeper 1,000 mailers\$ _____
- (c) Inserting 1 to 3 items into a 6 x 9-1/2 mail-out envelope.....per 1,000 mailers\$ _____
- (d) Inserting 4 to 6 items into a 6 x 9-1/2 mail-out envelope.....per 1,000 mailers\$ _____
- (e) Inserting 1 to 3 items into a 9 x 12" mail-out envelopeper 1,000 mailers\$ _____
- (f) Inserting 4 to 6 items into a 9 x 12" mail-out envelopeper 1,000 mailers\$ _____
- (g) Return of returned/undeliverable mail (mailers and postcards) per piece\$ _____
- (h) Destruction of returned/undeliverable mail (mailers and postcards)..... per piece\$ _____

(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 email, fill out and return one copy of all pages in "SECTION 4. – SCHEDULE OF PRICES," including initialing/signing where indicated. Valid electronic signatures will be accepted in accordance with the Uniform Electronic Transactions Act, §2. Electronic signatures must be verifiable of the person authorized by the company to sign bids. *Failure to sign the signature block below may result in the bid being declared non-responsive.*

Bidder _____
(Contractor Name) (GPO Contractor's Code)

(Street Address)

(City – State – Zip Code)

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

(Person to be Contacted) (Telephone Number)

(Email) (Fax Number)

THIS SECTION FOR GPO USE ONLY

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