<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>BASIS OF</th>
<th>UNIT RATE</th>
<th>UNIT RATE</th>
<th>UNIT RATE</th>
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<tr>
<td></td>
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<td>AWARD</td>
<td>COST</td>
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<td>COST</td>
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<td>COST</td>
</tr>
<tr>
<td>(a)</td>
<td>Digital color content proofs ------ per page</td>
<td>5,926 $</td>
<td>4.00 $</td>
<td>23,704.00 $</td>
<td>2.00 $</td>
<td>11,852.00 $</td>
<td>4.28 $</td>
<td>25,363.28 $</td>
</tr>
<tr>
<td>(b)</td>
<td>Inkjet (G7) proofs----------------------per page</td>
<td>104 $</td>
<td>5.00 $</td>
<td>520.00 $</td>
<td>25.00 $</td>
<td>2,500.00 $</td>
<td>42.80 $</td>
<td>4,451.20 $</td>
</tr>
<tr>
<td>(c)</td>
<td>Laser proofs (Test addresses - Cover 4)-------- per page</td>
<td>405 $</td>
<td>1.00 $</td>
<td>405.00 $</td>
<td>N/C $</td>
<td>25.40 $</td>
<td>10,287.00 $</td>
<td>60.00 $</td>
</tr>
</tbody>
</table>

**II. PRINTING AND BINDING:**

(a) Complete Cover (Bulk Copies):

- Makeready and/or setup
  - 7,159 $ | 35,500.00 $ | 250.00 $ | 17,750.00 $ | 617.50 $ | 136,800.00 $ | 1,985.45 $ | 169,366.95 $ |
- Running per 1,000 copies
  - 188 $ | 3,760.00 $ | 150.00 $ | 28,200.00 $ | 145.00 $ | 612,190.00 $ | 9.90 $ | 41,797.80 $ |

(b) Complete Cover (Self-Mailers):

- Makeready and/or setup
  - 4,111 $ | 164,400.00 $ | 250.00 $ | 102,750.00 $ | 617.50 $ | 136,800.00 $ | 1,985.45 $ | 816,019.95 $ |
- Running per 1,000 copies
  - 4,222 $ | 50,664.00 $ | 20.00 $ | 106,943.26 $ | 156.47 $ | 690,032.70 $ | 27.55 $ | 337,542.60 $ |

(c) 116-Page Base Section:

- Makeready and/or setup
  - 12 $ | 8,000.00 $ | 500.00 $ | 504,000.00 $ | 234.44 $ | 1,033,880.40 $ | 27.55 $ | 337,542.60 $ |
- Running per 1,000 copies
  - 4,410 $ | 1,027,530.00 $ | 234.44 $ | 1,033,880.40 $ | 27.55 $ | 690,032.70 $ | 27.55 $ | 337,542.60 $ |

(d) Self-Mailers Only:

- Four additional text pages
  - 8 $ | 1,760.00 $ | 2,500.00 $ | 4,960.00 $ | 4,940.00 $ | 509.92 $ |
- Running per 1,000 copies
  - 4,222 $ | 25,332.00 $ | 6.25 $ | 106,943.26 $ | 156.47 $ | 690,032.70 $ | 27.55 $ | 337,542.60 $ |

(e) 16-Page Signature:

- Makeready and/or setup
  - 1,008 $ | 100.00 $ | 500.00 $ | 510,048.00 $ | 25.00 $ | 306,300.00 $ | 46.00 $ | 563,592.00 $ | 27.55 $ | 337,542.60 $ |
- Running per 1,000 copies
  - 12,252 $ | 367,560.00 $ | 25.00 $ | 306,300.00 $ | 46.00 $ | 563,592.00 $ | 27.55 $ | 337,542.60 $ |

(f) 8 - Page Signature:

- Makeready and/or setup
  - 231 $ | 100.00 $ | 500.00 $ | 102,000.00 $ | 420.00 $ | 85,680.00 $ | 617.50 $ | 125,970.00 $ |
- Running per 1,000 copies
  - 2,456 $ | 73,680.00 $ | 25.00 $ | 61,400.00 $ | 34.00 $ | 83,504.00 $ | 20.90 $ | 51,330.40 $ |

(g) 4-Page Signature:

- Makeready and/or setup
  - 204 $ | 100.00 $ | 500.00 $ | 102,000.00 $ | 420.00 $ | 85,680.00 $ | 617.50 $ | 125,970.00 $ |
- Running per 1,000 copies
  - 2,081 $ | 41,620.00 $ | 25.00 $ | 52,025.00 $ | 19.06 $ | 39,663.86 $ | 9.90 $ | 20,601.90 $ |

**III. PAPER:**

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

- Text: Each page-size leaf
- Covers: Two page-size leaves will be allowed for each complete cover.

(a) Text: White Uncoated Text (50-lb. or 45-lb)

- 376,226 $ | 6.53 $ | 2,456,755.78 $ | 6.35 $ | 2,389,035.10 $ | 14.40 $ | 5,417,654.40 $ | 2.85 $ | 1,072,244.10 $ |

(b) Cover: White Matte-Coated Cover (65-lb.)

- 8,820 $ | 27.81 $ | 245,284.20 $ | 34.00 $ | 337,542.60 $ | 32.30 $ | 284,886.00 $ |

**IV. PACKING AND DISTRIBUTION:**

(a) Bulk shipments - Packing and sealing shipping containers

- 7,159 $ | 3.40 $ | 24,340.60 $ | 3.50 $ | 25,056.50 $ | 2.85 $ | 20,403.15 $ |

(b) Mailed Shipments - Addressing single copies

- 4,267 $ | 24.00 $ | 102,408.00 $ | 35.00 $ | 149,345.00 $ | 52.00 $ | 208,015.00 $ | 32.30 $ | 137,570.00 $ |

**CONTRACTOR TOTALS**

$4,885,523.58 $ | 5,422,401.50 $ | $5,417,654.40 $ | 2.85 $ | 1,072,244.10 $ |

**DISCOUNT**

0% 0% | 267,751.51 $ | 5% 267,751.51 $ |

**DISCOUNTED TOTALS**

$4,885,523.58 $ | 5,408,845.50 $ | 5,087,278.68 $ | 5% 267,751.51 $ |
U.S. GOVERNMENT PUBLISHING OFFICE
Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Medicare and You Handbooks

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

Department of Health and Human Services (HHS)
Centers for Medicare and Medicaid Services (CMS)

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning September 1, 2023 and ending August 31, 2024, plus up to four (4) optional 12-month extension period(s) that may be added in accordance with the “OPTION TO EXTEND THE TERM OF THE CONTRACT” clause in SECTION 1 of this contract.

BID OPENING: Bids shall be opened at 11:00 a.m., prevailing Washington, DC Time on August 24, 2023 at the U.S. Government Publishing Office, Washington, DC.

BID SUBMISSION: Bidders must email bids to bidsapsdc@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 11:00 a.m. on the bid opening date specified above will not be considered for award. This will not be a public bid opening.

BIDDERS, PLEASE NOTE: These specifications have been extensively revised; therefore, all bidders are cautioned to familiarize themselves with all provisions of these specifications before bidding, with particular attention to the “PREAWARD PRODUCTION PLAN.”


For information of a technical nature, contact Stacy Bindernagel at sbindernagel@gpo.gov or (202) 512-2103.
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) –

GPO QATAP (GPO Publication 310.1) –

SUBCONTRACTING: The predominant production functions will be printing and disposal/destruction of waste material containing PII. Any bidder who cannot perform the predominant production functions will be declared non-responsible.

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

Product Quality Levels for Covers:

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

Product Quality Levels for Text Pages:

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

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

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

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

<table>
<thead>
<tr>
<th>Attribute</th>
<th>Specified Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>P-7. Type Quality and Uniformity</td>
<td>O.K. Press Sheets</td>
</tr>
<tr>
<td>P-8. Halftone Match</td>
<td>O.K. Press Sheets</td>
</tr>
<tr>
<td>P-9. Solid and Screen Tint Color Match</td>
<td>O.K. Press Sheets</td>
</tr>
</tbody>
</table>

Special Instructions: In the event that inspection of press sheets is waived by the Government, the following listed alternate standards (in order of precedence) shall become the Specified Standards:

P-7. O.K. Proofs; Electronic Media.
P-8. O.K. Proofs; Electronic Media.
P-10. O.K. Proofs; Electronic Media
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 September 1, 2023 to August 31, 2024, 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 April 30, 2023, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

The Government will notify the contractor by contract modification specifying the percentage increase or decrease to be applied to invoices for orders placed during the period indicated. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs and separately adjusted paper prices. Payment discounts shall be applied after the invoice price is adjusted.

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 August 2023 will establish the base index.

3. There shall be no price adjustment for the first three months of the contract.
4. Price adjustments may be monthly thereafter, but only if the index varies by an amount (plus or minus) exceeding 5% by comparing the base index to the index for that month which is two months prior to the month being considered for adjustment.

5. Beginning with order placement in the fourth month, index variances will be calculated in accordance with the following formula:

\[
\frac{X - \text{base index}}{\text{base index}} \times 100 = \% 
\]

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 prices for line items III. (a) and (b) 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.

**DATA SECURITY:** These products contain Personally Identifiable Information (PII) consisting of a person’s name and address. Security of Personally Identifiable Information is a vital component of this contract. The contractor shall guarantee strict confidentiality, integrity, and limited availability of all PII provided by the Government during the performance of this contract. Disclosure of the information/data, in whole or in part, by the contractor can only be made in accordance with the provisions in the Data Use Agreement (DUA).

It is the contractor’s responsibility to properly safeguard PII from loss, theft, or inadvertent disclosure and to immediately notify the Government of any loss of personally identifiable information.

The contractor shall not release or sell to any person any technical or other data received from the Government under the contract; nor shall the contractor use the data for any purpose other than that for which it was provided to the contractor under the terms of the contract. The contractor must guarantee that furnished PII will be used only in the performance of this contract.

Proper control and handling must be maintained at all times to prevent any information or materials required to produce the products ordered under these specifications from falling into unauthorized hands. All PII furnished by the Government, or duplicates created by the contractor or their representatives, and any resultant printouts must be kept accountable and under security to prevent their release to unauthorized persons. Unsecured telecommunications, including the Internet, to transmit PII are prohibited.

**Data Custodians:** If any PII is to be forwarded to additional contractor-owned locations or to subcontractor-owned locations, all security requirements also apply to those locations (all parties involved). The contractor is responsible for the actions of all locations. The contractor’s project manager shall appoint up to two (2) Data Custodians at each location and shall have them complete an Addendum to Data Use Agreement.
**Preaward/Postaward Surveys:** At the Government’s option, preaward or postaward surveys may be conducted to review all data handling and production areas involved along with their specific functions, and the contractor’s subcontractor’s personnel, production, security, and other requirements outlined in this contract and in the contractor’s Security Plan.

**Personnel Security:** The contractor shall have a system in place to perform criminal background investigations and Social Security Number verification on all employees. In addition, CMS will perform background investigations on two (2) contractor employees who will access the Gentran mailbox. (See Security Exhibits 2, 3, and 4 for more information.)

**Physical Security:** The contractor shall have a secure work area(s) for the processing and production of all CMS PII in electronic and paper format. The work area(s) shall be accessible only to authorized employees, and all work shall be monitored closely by contractor management while CMS PII is being processed and/or produced.

**Information Technology (IT) Security:** The contractor shall have a system in place to comply with CMS Information Security Clause 11 in (see Security Exhibit 1).

**Security Liaison(s):** The contractor must appoint one (1) or more Security Liaison(s) to handle issues regarding personnel, physical, and computer security; confidential issues that may arise at any point during the background investigation process; and to serve as a point of contact to the Government for security issues. The liaison’s duties will include attending the postaward conference; submitting a security plan (see “PROJECT PLANS, Security Plan” specified herein); discussing confidential security issues with CMS staff; submitting background applications; and resolving any issues of inaccurate or incomplete data supplied by background investigation applicants. In the event CMS discovers sensitive information during the background investigation, CMS Security may need to contact the background investigation applicant directly.

**Disposal of Waste Material:** All waste material containing PII must be destroyed in a manner that it is not possible to recreate the product or identity of a beneficiary (i.e., burning, pulping, shredding, macerating, or other suitable means). If the contractor selects shredding as a means of destruction, it must be a cross-cut shredder with a maximum size of 5/32 x 1-1/2” cross-cut particles. Strip shredding is not acceptable.

Destruction of waste must occur inside the contractor’s secure production facility, close to the point of binding/imaging. Any waste material containing PII that is not shredded immediately must be covered at all times while awaiting destruction. A cover must be placed over any bins with waste material containing PII when being moved from one location to another within the contractor’s facility. Sending intact waste containing PII to a municipal incinerator, a recycler, or any other off-site processor is not acceptable and will be considered a data breach.

**Disposal of Electronic PII:** Immediately after production of each print order is complete, all electronic files including any files (parallel printout) deriving from the original file containing PII furnished for the print order must be permanently destroyed in accordance with Federal Information Security Management Act (FISMA) of 2002. CMS will maintain an archive of furnished files.

**Incident Reporting Requirements:** If there is a breach or a suspected breach of PII, the incident must be reported to CMS within one (1) hour of discovery. Contractor to report breaches to the CMS IT Service Desk at (410) 786-2580 or (800) 562-1963.

**Expiration of Data Use Agreement (DUA):** Upon expiration of the DUA, the contractor will be required to sign a certificate confirming destruction of all CMS data files and that no copies have been kept. Failure to certify file destruction may cause the CMS Privacy Office to refuse to issue future DUAs and data with the contractor’s company or to individuals listed on the DUA.
Security Exhibits: The following Exhibits 1 through 4 contain security clauses, information, and forms (Exhibits follow after Attachment B of these specifications).

- Security Exhibit 4: Secure One HHS, Information Security Program Rules of Behavior (2/12/08)

After award, all contractor management and employees involved in this contract will be instructed on how to apply for access to the Gentran mailbox system. Instructions for filling out the electronic security documentation and the electronic Data Use Agreement will also be provided after the award.

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

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

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

A preaward survey of each of the contractor’s facilities that are proposed to be used for the production of the Medicare and You Handbooks will include a review of the contractor’s security, personnel, facility, production, on-site monitors security/safety, continuity of operations, quality assurance/recovery, and sequential numbering plans as required by this contract. A listing of all subcontractors involved, along with their specific functions, must be presented.

PREAWARD PRODUCTION PLAN: ALL bidders must submit a preaward production plan, as specified below, with their bid.

This proposed production plan is subject to review and approval by the Government, and award will not be made prior to approval of the production plan. If approved, no changes to this plan may be made without written approval from the Contracting Officer.

After bid opening, in response to the Government’s review of the preaward production plan, the Government reserves the right to question, and request revisions to, any part of the preaward production plan.

This plan must include the following:
The daily quantity projections for cover printing, text printing, binding, and address imaging for each production facility that will be producing these handbooks.

The equipment that will be used for the cover printing, text printing, binding, and address imaging for each production facility that will be producing these handbooks.

Failure to submit the preaward production plan with the bid will be reason for a determination of non-responsiveness and will disqualify the bidder from further consideration for award.

No charges will be allowed for costs incurred for the submission of the preaward production plan.

**PROJECT PLANS:** Within five (5) workdays of notification of contract award, the contractor shall submit their Project Plans to the following email addresses: Christine.Crawford@cms.hhs.gov, Clinton.Howard@cms.hhs.gov, and sbindernagel@gpo.gov.

The proposed plans are subject to Government approval. Once submitted, no changes to these plans may be made without written approval from the Contracting Officer. The Government reserves the right to waive some or all of these plans.

The contractor must present detailed Project Plans that will include the following:


Release of PII by CMS does not constitute CMS’ approval or acceptance of the Security Plan. At any time during this contract, if CMS finds deficiencies in the Security Plan, CMS may require correction of the deficiency.

All mail files provided by the Government or duplicates made by the contractor or their representatives and any resultant printouts must be kept accountable and under guarded security to prevent tampering or their release to any unauthorized persons. Mail files may not be duplicated in whole or part for any other purpose than to create material to be used in the performance of this contract. All duplicate mail files or resultant printouts shall be destroyed by the contractor pursuant to subsequent directions of the Contracting Officer or their authorized representative.

**Personnel Plan:** This plan must contain the following information for the contractor’s Project Manager and Alternate (Backup) Project Manager:

- Name
- Work address
- Telephone Numbers (Office and Cellular)
- Fax Number
- Email Address

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

- Company Name
- Plant Name
- Street Address
Medicare and You Handbooks

- Name of Contact Person
- Number of presses, binding lines, and imaging lines that will be used to produce these Handbooks
- Contact Person’s Telephone Numbers (Office and Cellular)
- Contact Person’s Email Address
- Plant Manager’s Name (for each shift)
- Plant Manager’s Telephone Numbers (Office and Cellular)
- Plant Manager’s Email Address

**Production Schedule:** This plan must include:

- The projected commencement dates for cover printing, text printing, binding, and address imaging for each production facility that will be producing these Handbooks.

- The daily quantity projections for cover printing, text printing, binding, and address imaging for each production facility that will be producing these Handbooks.

**On-Site Monitors Security/Safety Plan:** This plan must include a description of the security/safety procedures that the contractor has in place or will provide for all Government on-site monitors for each printing facility, including any outside areas, such as parking lots.

**Continuity of Operations (COOP) Plan:** The failure to deliver the products required under this specification in a timely manner would have an impact on the Congressional Mandate for delivery of the Handbooks. Therefore, if for any reason(s) (act of God, labor disagreements, pandemic, or national emergency, etc.) the contractor is unable to perform at said locations for a period longer than two (2) workdays, the contractor must have a backup plan for producing the products required under this specification.

Plans for their contingency production must be prepared and submitted to the Contracting Officer as part of the preaward survey. These plans must include a detailed description with the location of the facility(ies) to be used, equipment available at each facility, and a timetable for the start of production at each facility.

Part of the plan must also include the transportation (if applicable) of Government materials from one facility to another.

NOTE: All terms and conditions of this contract will apply to any backup facility. Due to the time sensitive nature of the Handbooks produced on this contract, the contractor must maintain the original schedule set forth in this contract.

**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, inspect the products of each operation to a degree and extent that will ensure that computerized jet spraying or a comparable system of address printing is clear and legible, and to ensure that a copy of the finished product is mailed to all addressees contained on the furnished electronic mail files.

To ensure that the required quality of work is maintained, the Government reserves the right to inspect work in progress under this contract at the contractor’s/subcontractor’s plant(s). A Government representative(s) may make such inspection on any workday during the contractor’s/subcontractor’s regular work hours.

**Sequential Numbering Plan:** This plan must include sufficient detail to fulfill the contract requirements that there are no duplicate, damaged, or missing pieces. Each piece should have a unique number. An explanation of the contractor’s sequential numbering system is required to understand the required audit trail for each and every piece.
INSPECTION BY THE GOVERNMENT AND ON-SITE MONITORING: Performance of all elements and functions of the Quality Assurance Plan and the right of the Government to make general or specialized tests and inspections does not relieve the contractor of any responsibility for meeting all requirements in this contract. A Government representative may be on site during the startup of the binding and imaging portion of this job and may stay on site for all or part of the binding and imaging process.

A desk, telephone, facsimile machine, and computer with Microsoft Office software (Microsoft Office 2000 or later), a CD-ROM drive, and Internet access in a non-smoking, temperature-controlled environment shall be available for the exclusive use of the Government representative(s) during this time and located within a reasonable distance and/or reasonably accessible to the production lines. These requirements apply for all locations that are doing binding and/or imaging, including subcontractors. The Government representatives shall have full unrestricted and unescorted access to production facilities where CMS work is being produced.

The Government on-site monitor will be monitoring the bindery and imaging production as a monitor/observer. The Government on-site monitor will not be responsible for any quality assurance checks. The contractor must continue to perform all scheduled quality assurance checks regardless of the presence of the Government on-site monitor.

POSTAWARD CONFERENCE: Unless waived by the Contracting Officer, the total requirements of the job as indicated in these specifications will be reviewed by Government representatives with the contractor’s representatives at the U.S. Government Publishing Office, Washington, DC, immediately after award. At the option of the Government, the postaward conference may be held via teleconference. Person(s) that the contractor deems necessary for the successful implementation of the contract must be in attendance.

ASSIGNMENT OF JACKETS, PURCHASE 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 issuance of print orders by the Government. Orders may be issued under the contract from September 1, 2023 through August 31, 2024, plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be “issued” upon notification by the Government for purposes of the contract when it is electronically transmitted or otherwise physically furnished to 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.

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.

PAYMENT: Immediately upon completion of each order, the contractor shall submit an itemized statement for billing to the ordering agency for verification, approval, and signature. The contractor must email their invoice along with all supporting documentation to the agency contact as specified on the print order.

After agency verification and approval, the contractor must submit the approved, signed billing invoice to the U.S. Government Publishing Office.

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


Contractor’s billing invoice must be itemized in accordance with the items in the “SCHEDULE OF PRICES.”
SECTION 2. - SPECIFICATIONS

SCOPE: These specifications cover the production of 66 versions of (consisting of English, Spanish, Chinese, Korean, and Vietnamese) separate-covered, perfect-bound publications requiring such operations as electronic prepress, printing, variable computerized imaging, binding, packing, and distribution.

All requirements of these specifications apply equally to all 66 versions unless otherwise indicated. This number can increase or decrease from year to year. (NOTE: Currently, there are 51 English versions, 1 Spanish monthly version, an additional 11 Spanish versions, 1 Chinese version, 1 Korean version, and 1 Vietnamese version for bulk quantities. When required, the Spanish, Chinese, Korean, and Vietnamese versions will be ordered on the monthly print order issued for that month.)

TITLE: Medicare and You Handbooks.

FREQUENCY OF ORDERS/QUANTITY:

NOTE: The Area-Specific English, Area-Specific Spanish, and National English versions are ordered monthly. However, these versions may be ordered on the same or separate print orders. Approximately 2 or 3 monthly mailings may be combined on a single print order. Consequently, there may be months when no monthly print order is issued.

Exact quantities will not be known until the files are furnished to the contractor for each print order issued. The Government reserves the right to increase or decrease by up to 20% the total number of Handbooks ordered.

*Area-Specific English* – Approximately 12 orders (monthly) per year for approximately 300,000 to 375,000 total copies (self-mailers) per print order, broken down into individual version quantities as indicated in Exhibit 6.

Once a year (typically between December and February), a bulk quantity of approximately 50,000 to 80,000 copies may be ordered in addition to the monthly self-mailers.

*Area-Specific Spanish* – Approximately 12 orders (monthly) per year for approximately 3,000 copies (self-mailers) per order of the NJ/PR version only.

Once a year (typically between December and February), a bulk quantity of approximately 10,000 copies (across 11 versions) may be ordered in addition to the monthly self-mailers.

*National English* – Approximately 12 orders (monthly) per year for up to approximately 15 copies (self-mailers) per order. Some monthly orders may not include this version.

On an occasional monthly order, a bulk quantity for approximately 8,000 copies may be ordered in addition to the monthly self-mailers.

Approximately 1 bulk order per year may be issued for a bulk quantity of approximately 50,000 to 75,000 copies.

*National Spanish* – Approximately 1 to 3 orders per year for bulk quantities only.

One order will be for approximately 15,000 to 30,000 copies; the remaining orders will be for approximately 2,000 to 3,000 copies per order.

*National Chinese, Korean, and Vietnamese* – Approximately 1 or 2 orders per year per language for bulk quantities only.
One order will be for approximately 1,000 to 3,000 copies of each language (3); the remaining order will be for approximately 250 to 500 copies of each language (3).

**NUMBER OF PAGES:** Approximately 124 to 192 pages (plus cover) per order.

It is anticipated at this time that the number of pages will vary from approximately 124 to 192 (including both the base (fixed) pages and variable pages). However, due to last minute Congressional changes, exact page counts will not be known until the print order is issued.

The base section (approximately 116-text pages that is common to all Area-Specific versions) may change four (4) times throughout the contract period. The variable section (approximately 20 to 76 pages that are unique to each area-specific Handbook) may change no more than approximately two (2) times per year to cover the different health plans.

NOTE: The self-mailer copies only will have four additional pages in the base section that will be common to all versions. All specifications for these four additional pages will be the same as the specifications for the text pages.

All National Handbook versions are 124 pages with no variable pages included.

**TRIM SIZE:** 8-3/8 x 10-7/8”.

**GOVERNMENT TO FURNISH:** Data Files will be furnished via Electronic File Transfer (EFT) in a Gentran Mailbox that will be setup by CMS to provide the contractor with access to data files. Immediately after award, the contractor must submit the names of two (2) users (one primary user and one backup user) to Christine Crawford at chrisine.crawford@cms.hhs.gov.

Applicants must apply for access to the Gentran Mailbox via the following Internet link: [https://portal.cms.gov](https://portal.cms.gov) (select the “New User Registration” tab). A Social Security Number is required for the persons completing the form (no exceptions).

Prior to submitting an online application, contractor to contact Christine Crawford to request a Gentran Mailbox number to use when applying online. When online applications are complete, contractor must notify Christine Crawford by email ([christine.crawford@cms.hhs.gov](mailto:christine.crawford@cms.hhs.gov)). Notifications of access will be sent to each applicant when approved.

**Software:** Contractor will need an Internet browser or may use a GIS-compatible Secure File Transfer Protocol (SFTP) Client.

The Government will furnish the following deliverables to the contractor:

- Electronic files generated on a MAC computer with MAC OS Monterey, Version 12.6 using Adobe InDesign CC2022 in native application format and Adobe Acrobat DC (along with the corresponding Pantone Connect for Adobe Creative Cloud plug-in for spot color licensing) will be furnished via email (see below for additional specifications).
- One (1) set of color visuals for the pages common to all Handbooks
- Bulk distribution list (an MS Excel file with the addresses will be emailed to the contractor prior to the print order being issued). Contractor will be required to create all necessary labels.
- Record layout for mailing addresses will be provided on the first print order.
- One (1) copy of USPS Form 3615, Mailing Permit Application and Customer Profile
- Postage and Fees Paid mailing indicia.
- NCOA certificate
Adobe InDesign CS2022 and Adobe Acrobat DC Files: The 650 MB or 700 MB files will be generated on a MAC computer with MAC OS Monterey version 12.6 using Adobe InDesign CC2022 in native application format. Printer and screen fonts are included in the files. PDF files will be supplied to the contractor via email with the variable pages that will comprise the last portion of the Handbook. NOTE: Contractor must use CMS supplied fonts only. One (1) set of color visuals for the pages common to all Handbooks and the pages that are unique for each version of the Handbook will be provided as a general guide.

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

The electronic files will be for the base (fixed) section, variable section, and covers of the Handbooks. The fixed section of the Area-Specific Handbooks is identical for ALL Handbooks. Covers 1, 2, and 3 are identical for ALL Handbooks; Cover 4 is unique to each Area-Specific Handbook. The fixed section portion of the Handbook, which will comprise the first section of each Handbook, is approximately 116 pages. The variable sections, which will be unique to each Area-Specific Handbook, are approximately 20 to 76 pages (20, 24, 28, 32, 36, 40, 44, 48, 52, 56, 60, 64, 68, 72, or 76 pages) and will follow the fixed section. NOTE: Each Area-Specific Handbook may contain a different page count for the variable section at the end of the Handbook.

NOTE: Copy changes for text will usually be updated quarterly but may be updated monthly during the contract term. When a change is required, contractor will be furnished with new electronic media.

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

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under “GOVERNMENT TO FURNISH,” necessary to produce the product(s) in accordance with these specifications.

ELECTRONIC PREPRESS: Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required reproduction image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported to: Clint Howard at clinton.howard@cms.hhs.gov.

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.

Line screen resolution must be a minimum of 150 lpi for covers and 133 lpi for text.

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

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

PROOFS (When Ordered):

NOTE: The GPO imprint line must be visible on all proofs of Cover 3.

- Two (2) sets of digital color content proofs in book form of the “fixed” section of the Handbook (approximate circle folio pages 1 to 116) and Covers 1 through 4. Direct to plate must be used to produce the final product with a minimum of 2400 x 2400 dpi. Proofs must be created using the same Raster Image Processor (RIP) that will be used to produce the product. Proofs shall be collated with all elements in proper position (not pasted up), imaged face and back, trimmed, and folded to the finished size of the product.
For Cover 4, two (2) sets of proofs for each version are required. Additionally, two (2) sets of proofs for pages that are unique to each book are required, and two (2) sets of proofs for the English, Spanish, Chinese, Korean and Vietnamese National Handbooks are required.

- In the first contract year only (base year), unless waived by the Government, the contractor will be required to print “test” addresses on Cover 4 of the initial set of digital color content proofs, as specified above. The contractor will be required to print or image two (2) sets of “test” addresses in the same format that they will be imaged on Cover 4 for 200 test addresses (total of 400 digital color content proofs of Cover 4 only). The 200 test addresses will be furnished by CMS.

**USPS Approval of Cover 4 Imaging:** For books printed on the first print order, the contractor is responsible for obtaining written USPS approval for placement and imaging of addresses. Contractor may work with a USPS Mail piece Design Analyst (MDA) of their choosing. Contractor must provide the MDA with 5 proofs of Cover 4 from each production line at each facility that will be used for this project. The proofs of Cover 4 must be trimmed to size and be produced on the specified paper stock, with the content of Cover 4 duplicated in black ink/toner to show the imaged address in the correct position. Each set of proofs must indicate the name of the production plant and identify the production line within that plant. Within 48 hours of the MDA review, an approval notice reflecting MDA name and contact information must be forwarded to: CMS, Attn: Erika Grant, Mail Stop C3-26-22, 7500 Security Boulevard, Baltimore, MD 21244-1850; or email erika.grant@cms.hhs.gov.

Copies of the test address documentation and USPS imaging approvals are required only for the initial set of proofs. However, during the term of the contract, should mailing and or deliverability quality issues arise, CMS has the authority to request additional proofs and approvals.

- Two (2) sets of inkjet proofs that are G7 profiled and use pigment-based inks for Covers 1 through 4 only. A proofing RIP that provides an option for high quality color matching (such as Device Links Technology and/or ICC Profiles Technology), and meets or exceeds industry tolerance to ISO 12647-7 Standard for Graphic Technology (as of 3/19/09, and future amendments) must be utilized plus GRACoL 2006 Coated #1 specifications (CGATS TR006) must be achieved. Output must be a minimum of 720 x 720 dpi on a GRACoL or SWOP certified proofing media. Proofs must contain the following color control strip to be evaluated for accuracy: IDEAlliance ISO 12647-7 Control Strip 2009 or 2013(i1).

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

The make and model number of the proofing system utilized shall be furnished with the proofs. These proofs must contain all elements, be in press configuration, and indicate margins. Proofs will be used for color match on press. Direct to plate must be used to produce the final product with a minimum of 2400 x2400 dpi.

Pantone colors must be simulated on proofs and must be proofed separately on a digital color content, overlay, or inkjet proof.

Contractor to submit two (2) sets of ink drawdowns on actual production stock of the black ink and the Pantone color(s) used to produce the product. Half of drawdown must show varnish or coating, as applicable.

**NOTE:** Proofs will not be required for the variable pages.
If any contractor’s errors are serious enough in the opinion of the GPO to require revised proofs, the revised proofs are to be provided at no expense to the Government. No extra time can be allowed for this reproofing; such operations must be accomplished within the original production schedule allotted in the specifications.

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

PRIOR TO PRODUCTION PAPER SAMPLES: Prior to production paper samples will be required on the first order of each contract year and every time the contractor receives a new lot of paper from the paper manufacturer. (NOTE: At the Government’s option, prior to production paper samples may be waived.)

Prior to the commencement of production of the contract production quantity, the contractor shall submit to the Government, not less than 50 samples of the text stock and 50 samples of the cover stock to be used in the production of the contract requirements, as specified under “STOCK/PAPER.” Each sample shall be approximately 8-1/2 x 11” and must be of the kind and quality required by the specifications.

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

Submit 25 text samples and 25 cover samples to: U.S. Government Publishing Office, Testing and Technical Services, Attn: Lowell Brown, Loading Dock, Mailstop: QC 44 H Street, NW, Washington, DC 20401. The container and accompanying documentation shall be marked “PAPER SAMPLES” and shall include the GPO program number, jacket number, and purchase order number.

Submit 25 text samples and 25 cover samples to: CMS, Attn: Clint Howard, 7500 Security Boulevard, C3-26-23, Baltimore, MD 21244-1850.

Contractor to submit samples within five (5) workdays of notification of contract award and within five (5) workdays of receipt of a new lot of paper from the paper manufacturer at any time during the term of the contract.

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

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

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

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

Manufacture of the final product prior to approval of the samples submitted is at the contractor’s risk. Samples will not be returned to the contractor. All costs, including the costs of all samples, shall be included in the contract price for the production quantity.
STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein and listed for the corresponding JCP Code numbers in the “Government Paper Specification Standards No. 13” dated September 2019.


All text paper used in each copy must be of a uniform shade. All cover paper must have the grain parallel to the spine.

Text: White Uncoated Text, basis weight: 50 lbs. per 500 sheets, 25 x 38”, equal to JCP Code A60. **Exception:** 45 lbs. per 500 sheets is allowed.

Cover: White Matte-Coated Cover, basis weight: 65 lbs. per 500 sheets, 20 x 26”, equal to JCP Code L50. **Exception:** Gloss: Average each side not to exceed 35%.

PRINTING: Publication prints head-to-head, with an occasional head-to-side.

Text: A minimum of 133-line screen for text is required.

All text pages (fixed pages and variable pages) print in black and one Pantone color (Pantone 300 Blue) and may consist of halftones, illustrations, gradient tones, type, and line matter throughout. Text pages contain some bleeds.

Fixed section text is circle folioed 1 through 116 (estimated). The variable section is the balance of the book.

There are no blank text pages. Some text pages may print “This page intentionally left blank,” or “NOTES.”

Cover: A minimum of 150-line screen for covers is required. Covers 1 and 2 print differently for the bulk and self-mailer copies.

*Bulk Distribution Copies:* Covers 1 and 2 print four-color process and one Pantone color (Pantone 300 Blue). Printing may consist of halftones, illustrations, bleeds, type, and line matter. **NOTE:** Pantone 300 must be printed as a solid Pantone color. Process builds are not allowed.

*Self-Mailer Copies:* Covers 1 and 2 print black and two Pantone colors (Pantone 300 Blue and Pantone 186 Red). Printing may consist of halftones, illustrations, bleeds, type, and line matter.

*All Copies:*

Cover 3 prints black only with the GPO imprint line in lower right-hand corner. **NOTE:** GPO imprint line MUST print on Cover 3 as specified. GPO imprint line must be in accordance with Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 01-18)).

Cover 4 prints one Pantone color (Pantone 300 Blue) consisting of type, line matter, and logo. Contractor may knock out address area to be inkjet, if necessary. **NOTE:** Mailing indicia on Cover 4 must not print on bulk shipment copies (see Attachment A).

After printing, apply a non-yellowing, dull satin coating (varnish or aqueous) to prevent smearing and scratching. Coating must be dull satin (not gloss).

Bulk distribution covers must be printed on a press capable of printing five colors in a single pass through the press (minimum of five printing units). Self-mailer covers must be printed on a press capable of printing three colors in a single pass through the press (minimum of three printing units).
VARIABLE COMPUTERIZED IMAGING (ADDRESSING FOR SELF-MAILERS):

Contractor to address Cover 4 using ink jet, laser, or suitable method using a sans serif font that meets USPS guidelines (http://pe.usps.gov/cpim/ftp/pubs/Pub28/pub28.pdf).

Address should read parallel to the short dimension of Cover 4 with placement and location in compliance with applicable USPS addressing guidelines (See Attachment A). NOTE: Furnished addresses can be up to eight (8) lines of address information; it is possible for the address block to use 10 lines of data, including barcodes.

After addressing, the addresses must not run or bleed when in contact with water and must be clear and legible. All address elements, components, ink characteristics, and barcodes must meet USPS automated flat mail processing equipment compatibility standards and comply with all related USPS requirements as cited in the Mailing Standards of the United States Postal Service, Domestic Mail Manual and Flat Mail processing guidelines in effect at time of mailing (http://pe.usps.gov).

PRESS SHEET INSPECTION: The following inspections may be held at the contractor’s production facility:

- Text pages press sheet inspection. Text pages will consist of 16 variable pages within the fixed section supplied by agency. (NOTE: The 16 variable pages must be consecutive pages, as selected by the ordering agency, in the correct numerical order, and imposed so they fold as a 16-page section. This 16-page section may be produced as needed to accommodate the contractor’s printing equipment.)
- Cover pages press sheet inspection

At Government’s option, press sheet inspections may be virtual or onsite at contractor’s facility.

Contractor is to print an open 8-point star symbol, or a similar pre-identified unique symbol, within the finished trim area on each signature, which will be honed off after color “O.K.” standards have been established during the press sheet inspection.

Final makeready press sheets and imaged products may be inspected and approved at the contractor’s plant for the purpose of establishing specified standards for use during the actual press run. Upon approval of the sheets and imaged product, contractor is charged with maintaining those standards throughout the press run (within QATAP tolerances when applicable) and with discarding all makeready sheets that preceded approval. When a press sheet inspection is required, it will be specified on the individual print order. See GPO Publication 315.3 (Guidelines for Contractors Holding Press Sheet Inspections) dated January 2015. NOTE: A press sheet inspection is for the purpose of setting specific standards that are to be maintained throughout the entire run. It does not constitute a prior approval of the entire run.

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

Viewing Light: Press sheets will be viewed under controlled conditions with 5000 degrees Kelvin overhead luminaries. The viewing conditions must conform to ISO 3664-2009; a viewing booth under controlled conditions with 5000 degrees Kelvin overhead luminaries with neutral gray surroundings must be provided.

NOTE: If the contractor is printing text pages and/or cover pages in multiple locations, then a single text press sheet inspection will be held at the location that is printing first, and the contractor is responsible for maintaining the same standards at all other printing locations. If a contractor is printing covers in multiple locations, then a single cover press sheet inspection will be held at the location that is printing first, and the contractor is responsible for maintaining the same standards at all other printing locations.
The contractor must have the signed and approved proofs available for the section being printed at the text and cover press sheet inspections. The contractor must not print prior to receipt of an “O.K. for Color.” NOTE: If multiple plants are being used to print, contractor must have a copy of the signed-off press sheet at each plant.

**MARGINS:** Margins will be as indicated in the furnished electronic media for the Handbook. Inadequate gripper margins. Text pages throughout may bleed at the head, foot, and outside edge. Contractor is responsible for extending bleeds on furnished materials as necessary to ensure bleeds on final product.

**BINDING:** Perfect-bind text and wraparound cover; trim three sides (bind on the left 10-7/8” dimension). NOTE: The four additional pages in the self-mailer copies will bind at the front of the Handbook.

Center hinge score front and back - not to extend beyond 1/4” from bind edge. Grain must run parallel to spine. Glue the front and back covers to the first and last text pages between the scores and the bind.

**PACKING:**

*Bulk Shipments* - Pack each version separately and identify the shipping containers with the version name, item number, publication number, inventory control number, and publication revision date which will be provided at the postaward conference. **Each shipping container in all shipments must contain this information on the actual shipping container.**

Pack suitable per shipping container not to exceed 40 pounds when fully packed.

All shipments which fill less than a shipping container must be packaged with materials of sufficient strength and durability and in such a manner which will guarantee that the product will not be damaged and the package will not open nor split when shipped.

*Mailed Shipments* - Single copies are to be mailed as self-mailers.

Pallets are required for mailed quantities. Pallets must be prepared in accordance with the requirements in the Domestic Mail Manual (also available on the Internet at www.usps.com). Further details on pallet loading and flagging may be obtained by consulting local Postal Customer Representatives or regional pallet team.

**Pallets (required for motor freight ship only):** Pallets must be type III and must conform to Federal Specifications NN-P-71C, and any amendments thereto except for dimensions and single center stringer. Full entry MUST be on the 40” width. Receipt of incorrect pallets may result in a charge for each incorrect pallet which will be assessed against the contractor. This charge will cover additional costs incurred by CMS to re-palletize the shipment onto correct pallets. Loaded pallets must be machine wrapped with shrinkable or stretchable plastic strong enough to retain the integrity of the pallet during transportation and handling. Do NOT use metal strapping or pallet caps for securing material on pallets. Copies on pallets must be consolidated so that there is no more than one (1) partial pallet per destination.

Pallet preparation and pallet sortation are subject to specific USPS standards. Pallets and related labeling must be prepared in accordance with the current Mailing Standards of the U.S. Postal Service’s current DMM as published at http://pe.usps.com. (See Attachment B for CMS Pallet instructions.)

**LABELING AND MARKING (Package and/or Container Label):**

*Bulk Shipments* - Contractor to download GPO Form 905 (R. 7-15) – Labeling and Marking Specifications which can be located on GPO.gov, fill in appropriate blanks, and attach to shipping containers, located to where CMS Warehouse can see on rack system.

*Mailed Shipments* - Address individual copies for mailing as specified under “VARIABLE COMPUTERIZED IMAGING (ADDRESSING FOR SELF-MAILERS).”
Contractor to create and affix placards to the pallets according to the content and destination of the mail. At least two (2) clearly visible, white placards must be affixed to two (2) adjacent sides of each pallet. Contractor to label placards bearing Intelligent Mail Barcodes (IMb) in accordance with the current USPS Mailing Standards. For shipments to United Systems of Arkansas, Inc., pallets must be 40 x 48", either stringer or block pallet type. Pallet stack height is a maximum of 56", including pallet height.

**DEPARTMENTAL RANDOM COPIES (BLUE LABEL):** All orders must be divided into equal sublots in accordance with the chart below. A random copy must be selected from each sublot. Do not choose copies from the same general area in each sublot. The contractor will be required to certify that the copies were selected as directed using GPO Form 917 – Certificate of Selection of Random Copies which can be located on GPO.gov. The random copies constitute a part of the total quantity ordered, and no additional charge will be allowed.

<table>
<thead>
<tr>
<th>Quantity Ordered</th>
<th>Number of Sublots</th>
</tr>
</thead>
<tbody>
<tr>
<td>500 - 3,200</td>
<td>50</td>
</tr>
<tr>
<td>3,201 - 10,000</td>
<td>80</td>
</tr>
<tr>
<td>10,001 - 35,000</td>
<td>125</td>
</tr>
<tr>
<td>35,001 and over</td>
<td>200</td>
</tr>
</tbody>
</table>

These randomly selected copies must be packed separately and identified by a special label, GPO Form 2678 – Departmental Random Copies (Blue Label), which must be printed on blue paper and affixed to each affected container. This form can be downloaded from GPO.gov. The container and its contents shall be recorded separately on all shipping documents and sent to: CMS, CMS Receiving Clerk, 7500 Security Boulevard, Baltimore, MD 21244-1850.

A copy of the print order/specification and a signed Certificate of Selection of Random Copies must be included.

A copy of the signed Certificate of Selection of Random Copies must accompany the invoice sent to U.S. Government Publishing Office, Financial Management Service, for payment. Failure to furnish the certificate may result in delay in processing the invoice.

**QUALITY ASSURANCE RANDOM COPIES:** In addition to the Departmental Random Copies (Blue Label), the contractor may be required to submit quality assurance random copies to test for compliance against specifications. The print order will indicate the number required, if any. When ordered, the contractor must divide the entire order into equal sublots and select a copy from a different general area of each sublot. The contractor will be required to certify that copies were selected as directed using GPO Form 917 - Certificate of Selection of Random Copies which can be located on GPO.gov. Copies will be paid for at the running rate offered in the contractor’s bid, and their cost will not be a consideration for award. A copy of the print order/specifications must be included with the samples.

Business Reply Mail labels will be furnished for mailing the quality assurance random copies. The copies are to be mailed at the same time as the first scheduled shipment. A U.S. Postal Service approved Certificate of Mailing, identified by GPO program, jacket, and print order numbers must be furnished with billing as evidence of mailing.

**DISTRIBUTION:**

- Deliver f.o.b. destination up to approximately 15% of the bulk mail copies ordered on a print order to: CMS, CMS Receiving Clerk, 7500 Security Boulevard, Baltimore, MD 21244-1850. (Telephone: (410) 786-2948). The inventory control number, publication number, and revision date must appear on each container.

- Deliver f.o.b. destination up to approximately 10% of the bulk mail copies ordered on a print order to: United Systems of Arkansas, Inc., Attn: PODFO, 4949 West Bethany Road, Little North Rock, AR, 72117 (Telephone: (800) 264-0812).
Deliver f.o.b. contractor’s city approximately 50,000 to 75,000 copies of the National English Handbooks ordered on a print order to approximately 500 to 750 domestic addresses (including Puerto Rico, U.S. Virgin Islands, and Atlantic Euro).

Deliver f.o.b. contractor’s city approximately 15,000 to 30,000 copies of the National Spanish Handbooks ordered on a print order to approximately 300 to 450 domestic addresses (including Puerto Rico, U.S. Virgin Islands, and Atlantic Euro) and approximately 1,000 to 3,000 copies of each language for the National Chinese, National Korean, and National Vietnamese Handbooks ordered on a print order to approximately 45 to 50 domestic addresses (including Puerto Rico, U.S. Virgin Islands, and Atlantic Euro).

Mail f.o.b. contractor’s city all self-mailer copies to domestic addresses nationwide, including the American Territories (including Puerto Rico, U.S. Virgin Islands, and Atlantic Euro).

No shortages will be accepted. Contractor must go back to press to make up any shortages.

CMS Delivery: Receiving hours are Monday through Friday, 7:30 a.m. to 3:30 p.m., on a “first come, first serve” basis (no appointment necessary). The contact number is (410) 786-2948.

NOTE: Any shipments sent to CMS using FedEx must use FedEx packaging and containers.

United Systems of Arkansas, Inc. Delivery: Normal receiving hours are 6:00 a.m. to 5:00 p.m., Central Standard Time (CST), Monday through Friday. (No after hours or weekend deliveries are accepted unless pre-approved through shipping/receiving.) No appointments are necessary. Please email Robert Bluejacket at bluejacket@usaimages.net with the delivery date of bulk items.

Mailing: All versions mailed will have a printed “Postage and Fees Paid” permit imprint mailing indicia. The contractor is cautioned to use the permit imprint only for mailing material produced under this contract. The contractor is required to obtain the maximum USPS postage discounts possible in accordance with USPS Standard Mail/Entry Point automated and non-automated mail discount structures in effect at the time of mailing.

Intelligent Mail Barcode (IMb): During the term of this contract, CMS self-mailers will be required to meet the Full-Service option using Intelligent Mail barcodes to access automation postal rates for flats.

The contractor must understand and be able to implement all mail preparation requirements enacted by the Postal Service related to using Full Service Intelligent Mail. The requirements include, but are not limited to, preparing Intelligent Mail barcodes meeting USPS quality acceptance standards. Experience with assigning unique numbers for each mail piece, preparing electronic manifests, making electronic appointments, producing revised tray/pallet label formats, and other similarly-detailed IMb requirements as mandated by the Postal Service is essential.

Mailing Documentation: The contractor shall provide CMS with complete copies of all documents, including GPO’s corresponding Form 712 (Certificate of Compliance) used by the USPS to verify and accept the mail. The contractor shall place the Federal Agency cost code of 271-10007 on all USPS forms 3615. The contractor shall provide the copies to CMS’s Mail Management Team within 72 hours of being provided to the USPS. All copies must be legible and include both obverse and reverse sides. Contractor to deliver to: Centers for Medicare and Medicaid Services, Attn: Erika Grant, Mail Stop C3-26-22, 7500 Security Boulevard, Baltimore MD 21244-1850.

Certificate of Conformance: When using Permit Imprint Mail, the contractor must complete GPO Form 712 - Certificate of Conformance (Rev. 10-15), and the appropriate mailing statement or statements supplied by USPS. A fillable GPO Form 712 Certificate of Conformance can be found at https://www.gpo.gov/how-to-work-with-us/vendors/forms-and-standards.
Mail Storage/Staging: Mailing must be assembled and stored for eventual turnover to the USPS. Mailing for delivery to all destinations must be turned over to assure on-time delivery to partners and beneficiaries. If truck-trailers (vans) will be needed from the USPS, it is the contractor’s responsibility to schedule an advance planning meeting with the USPS and request these services. However, physical loading is the contractor’s responsibility, in conformance with the USPS loading plan. The Government may inspect the storage and staging operations at the contractor’s facilities.

Unless otherwise specified, during storage/staging, the contractor must not stack the pallets more than two (2) pallets high.

Upon completion of each order, contractor must notify the ordering agency (on the same day the order delivers-mails) via email to the address indicated on the print order. The subject line of the email shall be “Distribution Notice for Program 199-S, Print Order XXXXX, Jacket Number XXX-XXX.” The notice must provide all applicable tracking numbers, delivery/mailing methods, and title of product. Contractor must be able to provide copies of all delivery/shipping receipts upon agency request.

Within three (3) workdays of completion of distribution, contractor to furnish 25 samples to: CMS, Attn: Clint Howard, 7500 Security Boulevard, Mail Stop C3-26-23, Baltimore, MD 21244-1850.

All expenses incidental to picking up and returning furnished materials (as applicable), submitting proofs, prior to production paper samples, other materials associated with this contract, and/or furnishing 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).

Print orders will be furnished via email.

Contractor to deliver one (1) set of digital color content proofs, one (1) set of inkjet proofs, and one (1) set of ink drawdowns to: CMS, Attn: Clint Howard, C3-26-23, 7500 Security Boulevard, Baltimore, MD 21244-1850. Contractor must indicate jacket number, program number, print order number, and “PROOFS” on proof package(s).

Contractor to deliver one (1) set of digital color content proofs, one (1) set of inkjet proofs, and one (1) set of ink drawdowns to: Government Publishing Office, GPO Quality Control for Published Products (QCPP), Stop: CSPS, Room C613, 732 North Capitol Street NW, Washington, DC 20401 (Telephone: (202) 512-0542). Contractor must indicate jacket number, program number, print order number, and “PROOFS” on proof package(s). Contractor must notify QCPP (qcpp@gpo.gov) immediately upon submitting proofs. NOTE: This set will be held by the GPO and will not be returned to the contractor.

NOTE: The delivery addresses for the proofs may change. Contractor will be notified after award.

If applicable, furnished electronic media and visual(s) must be returned with proofs. The test address proofs must be sent to: CMS, Attn: Erika Grant, Mail Stop C3-26-22, 7500 Security Boulevard, Baltimore, MD 21244-1850.

No definite schedule for pickup of material/placement of orders can be predetermined.

NOTE: After award, and immediately upon approval of the contractor’s project plans, the first print order will be issued containing approximately three (3) months of mailings. In the event that more than one monthly mailing is combined on a single print order, the delivery schedule set forth below shall apply to each print order submitted; multiple monthly mailings will run concurrently. No additional time will be allowed for multiple monthly mailings placed on a single print order.
The following schedules begin the workday after notification of availability of print order and furnished material; the workday after notification will be the first workday of the schedule.

**Prior to Production Paper Samples** –

- Contractor to submit prior to production paper samples within five (5) workdays of notification of contract award and within five (5) workdays of receipt of a new lot of paper from the paper manufacturer at any time during the term of the contract, as applicable.

- The Government will approve, conditionally approve, or disapprove the samples within five (5) workdays of the receipt thereof.

**Production Schedule** –

- When required, contractor to submit all proofs within six (6) workdays of notification of availability of print order and furnished material.

- Proofs will be withheld no more than 10 workdays from their receipt at the ordering agency until they are made available for pickup. (NOTE: The first workday after receipt of proofs at the ordering agency is day one (1) of the hold time.)

- If required due to author’s alterations, contractor to submit revised proofs within two (2) workdays of notification of author’s alterations.

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

- Contractor to complete production and distribution for all mailing within 18 workdays of receipt of “O.K. to Print” on proofs.

- If bulk shipments are required on an order, five (5) additional workdays will be added to the schedule.

**Scheduling Inspections:** Press sheet inspections MUST be held during normal business hours (8:00 a.m. to 5:00 p.m., local prevailing time) on Government workdays, Monday through Friday. Press sheet inspections will NOT be held on weekends or Federal holidays.

The contractor must notify the GPO of the date and time the press sheet inspection can be performed. In order for proper arrangements to be made, notification must be given at least three (3) workdays prior to the inspection. Notify the U.S. Government Publishing Office, Quality Control for Published Products (QCPP), Washington, DC 20401 at (202) 512-0542. Telephone calls will only be accepted between the hours of 8:00 a.m. and 2:00 p.m., prevailing Eastern Time, Monday through Friday. NOTE: See Contract Clause 14(e)(1), Inspections and Tests of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 01-18)). When supplies are not ready at the time specified by the contractor for inspection, the Contracting Officer may charge to the contractor the additional cost of the inspection.

NOTE: At the same time as notifying GPO, contractor must notify CMS, as follows: Clint Howard, telephone number (410) 786-1962.

It is the contractor’s responsibility to schedule all inspections with the Government, including inspections held at different plants and subcontractor’s facilities. The Government will not accept inspection appointments communicated by subcontractors hired by the contractor.
It is the contractor’s responsibility to ensure that appropriate personnel are on site during all inspections that can make any potential corrections, adjustments, and repairs, including the creation of new plates, prepress adjustments, and mixing inks.

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

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

For compliance reporting purposes, the contractor must notify the U.S. Government Publishing Office of the date of shipment or delivery, as applicable. 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.
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) 5,926  
     (b) 104  
     (c) 405

II. (a) 71 188  
       (b) 411 4,222  
       (c) 12 4,410  
       (d) 8 4,222  
       (e) 1,008 12,252  
       (f) 231 2,456  
       (g) 204 2,081

III. (a) 376,226  
       (b) 8,820

IV. (a) 7,159  
       (b) 4,267
THIS PAGE IS INTENTIONALLY BLANK.
SECTION 4. - SCHEDULE OF PRICES

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

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

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

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

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

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

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

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

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

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

I. PROOFS:

(a) Digital color content proofs .............................................................................. per page ....$___________

(b) Inkjet (G7) proofs ............................................................................................. per page ....$___________

(c) Laser proofs (Test addresses - Cover 4) ........................................................... per page ......$___________

II. PRINTING AND BINDING: Prices offered shall include the cost of all required materials and operations necessary (excluding proofs and paper) for the complete printing and binding of the product listed in accordance with these specifications.

Contractor must submit their makeready/setup and running costs for the base 116-page base (fixed) section under Item II.(c). This price shall include all makeready/setup and running costs for printing and binding the base 116 text pages in accordance with these specifications. Only one (1) makeready charge will be allowed for the 116-page base section per order, regardless of the number of versions ordered on the same print order.

Charges will be allowed on the basis of that combination of the base 116-page section (as specified above) and other signatures for the variable pages as may be required, plus the cover.

__________________________
Initials
<table>
<thead>
<tr>
<th>Description</th>
<th>Makeready and/or Setup</th>
<th>Running Per 1,000 Copies</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Complete Cover <em>(Bulk Copies)</em>:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printing in four-color process plus one additional ink color,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>including coating and binding ..................................................................</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>(b) Complete Cover <em>(Self-Mailers)</em>:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printing in three ink colors,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>including coating and binding ..................................................................</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>(c) 116-Page Base Section:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printing in two ink colors, including binding ........................................</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>(d) Self-Mailers Only:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Four additional text pages printing in two ink colors,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>including binding</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>(e) 16-Page Signature:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printing in two ink colors, including binding ........................................</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>(f) 8-Page Signature:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printing in two ink colors, including binding ........................................</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>(g) 4-Page Signature:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printing in two ink colors, including binding ........................................</td>
<td>$___________</td>
<td>$___________</td>
</tr>
</tbody>
</table>

### 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:

**Text - Each page-size leaf.**

**Covers - Two page-size leaves will be allowed for each complete cover.** Prices offered must include the cost of paper for backstrip, when required.

**NOTE:** Contractor’s bid prices must include the cost of the prior to production paper samples.

<table>
<thead>
<tr>
<th>Description</th>
<th>Per 1,000 leaves</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Text: White Uncoated Text (50-lb. or 45-lb.)</td>
<td>$___________</td>
</tr>
<tr>
<td>(b) Cover: White Matte-Coated Cover (65-lb.)</td>
<td>$___________</td>
</tr>
</tbody>
</table>

___

Initials
IV. PACKING AND DISTRIBUTION: Prices must be all-inclusive, as applicable, and must include the cost of packing; shipping containers; pallets; all necessary wrapping and packing materials; addressing; labeling and marking; and, distribution, in accordance with these specifications.

(a) **Bulk Shipments** - Packing and sealing shipping containers ................................ per container ......$__________

(b) **Mailed Shipments** - Addressing single copies (self-mailers) ................ per 1,000 copies ......$__________

LOCATION OF POST OFFICE: All mailing will be made from the ____________________________________________ Post Office located at Street Address _________________________________________________________________.

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

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

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

BID ACCEPTANCE PERIOD: In compliance with the above, the undersigned agree, if this bid is accepted within
___________ calendar days (60 calendar days unless a different period is inserted by the bidder) from the date for
receipt of bids, to furnish the specified items at the price set opposite each item, delivered at the designated point(s),
in exact accordance with specifications.

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

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

Bidder ____________________________________________ (Contractor 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)

THIS SECTION FOR GPO USE ONLY

Certified by: __________________________ Date: ____________  Contracting Officer: __________________________ Date: ____________
(Initials)  (Initials)
Moving?
Visit ssa.gov, or call Social Security at 1-800-772-1213.
TTY users can call 1-800-325-0778. If you get RRB benefits,
contact the RRB at 1-877-772-5772. TTY users can call
1-312-751-4701.

¿Necesita usted una copia de este manual en Español?
Llame al 1-800-MEDICARE (1-800-633-4227). Los usuarios de
TTY pueden llamar al 1-877-486-2048.

Got questions or comments about this handbook?
Email us at medicareandyou@cms.hhs.gov.
Please note that furnished addresses can be up to eight lines of address information, and it is possible for the address block to use ten lines of data, including bar codes.

JANE BENEFICIARY  
JOE BENEFICIARY  
MAILSTOP SL-12-16  
SOUTH BUILDING  
7500 SECURITY BOULEVARD  
BALTIMORE, MD 21244-1850

JANE BENEFICIARY  
JOE BENEFICIARY  
MAILSTOP SL-12-16  
SOUTH BUILDING  
DIVISION OF PUBLICATIONS  
7500 SECURITY BOULEVARD  
BALTIMORE, MD 21244-1850

JANE BENEFICIARY  
JOE BENEFICIARY  
BUILDING ENGINEERS  
MAILSTOP SL-12-16  
ADMINISTRATIVE SERVICES GROUP  
SOUTH BUILDING  
7500 SECURITY BOULEVARD  
BALTIMORE, MD 21244-1850
CMS Pallet Specifications

Single Center Stringer Pallet for CMS Bulk Shipments

Note: Middle stringer must be a single stringer and NOT a double stringer.
NOT to exceed 5'.

Maximum pallet height:

Width:

(48") 121.9 cm

Length:

11%" - 17%"

3%" - 4.9"

Minimum 1/4" top deck board.
This clause applies to all organizations which possess or use Federal information, or which operate, use or have access to Federal information systems (whether automated or manual), on behalf of CMS.

The central tenet of the CMS Information Security (IS) Program is that all CMS information and information systems shall be protected from unauthorized access, disclosure, duplication, modification, diversion, destruction, loss, misuse, or theft—whether accidental or intentional. The security safeguards to provide this protection shall be risk-based and business-driven with implementation achieved through a multi-layered security structure. All information access shall be limited based on a least-privilege approach and a need-to-know basis, i.e., authorized user access is only to information necessary in the performance of required tasks. Most of CMS’ information relates to the health care provided to the nation’s Medicare and Medicaid beneficiaries, and as such, has access restrictions as required under legislative and regulatory mandates.

The CMS IS Program has a two-fold purpose:

1. To enable CMS’ business processes to function in an environment with commensurate security protections, and

2. To meet the security requirements of federal laws, regulations, and directives.

The principal legislation for the CMS IS Program is Public Law (P.L.) 107-347, Title III, Federal Information Security Management Act of 2002 (FISMA), http://csrc.nist.gov/drivers/documents/FISMA-final.pdf. FISMA places responsibility and accountability for IS at all levels within federal agencies as well as those entities acting on their behalf. FISMA directs Office of Management and Budget (OMB) through the Department of Commerce, National Institute of Standards and Technology (NIST), to establish the standards and guidelines for federal agencies in implementing FISMA and managing cost-effective programs to protect their information and information systems. As a contractor acting on behalf of CMS, this legislation requires that the Contractor shall:

- Establish senior management level responsibility for IS,
- Define key IS roles and responsibilities within their organization,
- Comply with a minimum set of controls established for protecting all Federal information, and
- Act in accordance with CMS reporting rules and procedures for IS.

Additionally, the following laws, regulations and directives and any revisions or replacements of same have IS implications and are applicable to all CMS contractors.

EXHIBIT 1
CMS Clause-11
CMS Information Security
Date: April 2008
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- P.L. 104-208, Clinger-Cohen Act of 1996 (formerly known as the Information
  Technology Management Reform Act),
  (formerly known as the Kennedy-Kassenbaum Act)
  http://aspe.hhs.gov/admnsimp/pl104191.htm;
- OMB Circular No. A-123, Management’s Responsibility for Internal
  Control, December 21, 2004,
  http://www.whitehouse.gov/omb/circulars/a123/a123_rev.html;
- OMB Circular A-130, Management of Federal Information Resources,
  Transmittal 4, November 30, 2000,
  http://www.whitehouse.gov/omb/circulars/a130/a130trans4.html;
- NIST standards and guidance, http://csrc.nist.gov; and,
- Department of Health and Human Services (DHHS) regulations, policies, standards
  and guidance http://www.hhs.gov/policies/index.html

These laws and regulations provide the structure for CMS to implement and manage a cost-effective IS
program to protect its information and information systems. Therefore, the Contractor shall monitor
and adhere to all IT policies, standards, procedures, directives, templates, and guidelines that govern the

The Contractor shall comply with the CMS IS Program requirements by performing, but not limited to, the following:

- Implement their own IS program that adheres to CMS IS policies, standards, procedures, and
  guidelines, as well as industry best practices;
- Participate and fully cooperate with CMS IS audits, reviews, evaluations, tests, and assessments
  of contractor systems, processes, and facilities;
- Provide upon request results from any other audits, reviews, evaluations, tests and/or
  assessments that involve CMS information or information systems;
- Report and process corrective actions for all findings, regardless of the source, in accordance
  with CMS procedures;
- Document its compliance with CMS security requirements and maintain such documentation in
  the systems security profile;
- Prepare and submit in accordance with CMS procedures, an incident report to CMS of any
  suspected or confirmed incidents that may impact CMS information or information systems; and
- Participate in CMS IT information conferences as directed by CMS.
CMS SPECIFIC PROVISIONS FOR ALL NEW SOLICITATIONS AND CONTRACTS:

Security Clause - Background - Investigations for Contractor Personnel

If applicable, Contractor personnel performing services for CMS under this contract, task order or delivery order shall be required to undergo a background investigation. CMS will initiate and pay for any required background investigation(s).

After contract award, the CMS Project Officer (PO) and the Security and Emergency Management Group (SEMG), with the assistance of the Contractor, shall perform a position-sensitivity analysis based on the duties contractor personnel shall perform on the contract, task order or delivery order. The results of the position-sensitivity analysis will determine first, whether the provisions of this clause are applicable to the contract and second, if applicable, determine each position’s sensitivity level (i.e., high risk, moderate risk or low risk) and dictate the appropriate level of background investigation to be processed. Investigative packages may contain the following forms:

1. SF-85, Questionnaire for Non-Sensitive Positions, 09/1995
2. SF-85P, Questionnaire for Public Trust Positions, 09/1995
4. OF-306, Declaration for Federal Employment, 01/2001
5. Credit Report Release Form
6. FD-258, Fingerprint Card, 5/99, and

The Contractor personnel shall be required to undergo a background investigation commensurate with one of these position-sensitivity levels:

1) **High Risk (Level 6)**

   Public Trust positions that would have a potential for exceptionally serious impact on the integrity and efficiency of the service. This would include computer security of a major automated information system (AIS). This includes positions in which the incumbent’s actions or inaction could diminish public confidence in the integrity, efficiency, or effectiveness of assigned government activities, whether or not actual damage occurs, particularly if duties are especially critical to the agency or program mission with a broad scope of responsibility and authority.

   Major responsibilities that would require this level include:

   a. development and administration of CMS computer security programs, including direction and control of risk analysis and/or threat assessment;
CMS Clause-09A-01
Security Clause – New Contract Awards
Date: May 2007
Page 2 of 5

b. significant involvement in mission-critical systems;
c. preparation or approval of data for input into a system which does not necessarily involve personal access to the system but with relatively high risk of causing grave damage or realizing significant personal gain;
d. other responsibilities that involve relatively high risk of causing damage or realizing personal gain;
e. policy implementation;
f. higher level management duties/assignments or major program responsibility; or

g. independent spokespersons or non-management position with authority for independent action.

2) Moderate Risk (Level 5)
Level 5 Public Trust positions include those involving policymaking, major program responsibility, and law enforcement duties that are associated with a “Moderate Risk.” Also included are those positions involving access to or control of unclassified sensitive, proprietary information, or financial records, and those with similar duties through which the incumbent can realize a significant personal gain or cause serious damage to the program or Department. Responsibilities that would require this level include:

a. the direction, planning, design, operation, or maintenance of a computer system and whose work is technically reviewed by a higher authority at the High Risk level to ensure the integrity of the system;
b. systems design, operation, testing, maintenance, and/or monitoring that are carried out under the technical review of a higher authority at the High Risk level;
c. access to and/or processing of information requiring protection under the Privacy Act of 1974;
d. assists in policy development and implementation;
e. mid-level management duties/assignments;
f. any position with responsibility for independent or semi-independent action; or
g. delivery of service positions that demand public confidence or trust.

3) Low Risk (Level 1)
Positions having the potential for limited interaction with the agency or program mission, so the potential for impact on the integrity and efficiency of the service is small. This includes computer security impact on AIS.

The Contractor shall submit the investigative package(s) to SEMG within three (3) days after being advised by the SEMG of the need to submit packages. Investigative packages shall be submitted to the following address:
EXHIBIT 2

CMS Clause-09A-01
Security Clause – New Contract Awards
Date: May 2007
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Centers for Medicare & Medicaid Services
Office of Operations Management
Security and Emergency Management Group
Mail Stop SL-13-15
7500 Security Boulevard
Baltimore, Maryland 21244-1850

The Contractor shall submit a copy of the transmittal letter to the Contracting Officer (CO).

Contractor personnel shall submit a CMS-730A (Request for Badge) to the SEMG (see attachment in Section I). The Contractor and the PO shall obtain all necessary signatures on the CMS-730A prior to any Contractor employee arriving for fingerprinting and badge processing.

The Contractor must appoint a Security Investigation Liaison as a point of contact to resolve any issues of inaccurate or incomplete form(s). Where personal information is involved, SEMG may need to contact the contractor employee directly. The Security Investigation Liaison may be required to facilitate such contact.

SEMG will fingerprint contractor personnel and send their completed investigative package to the Office of Personnel Management (OPM). OPM will conduct the background investigation. Badges will not be provided by SEMG until acceptable fingerprint results are received; until then the contractor employee will be considered an escorted visitor. The Contractor remains fully responsible for ensuring contract, task order or delivery order performance pending completion of background investigations of contractor personnel.

SEMG shall provide written notification to the CO with a copy to the PO of all suitability decisions. The PO shall then notify the Contractor in writing of the approval of the Contractor’s employee(s), at that time the Contractor’s employee(s) will receive a permanent identification badge. Contractor personnel who the SEMG determines to be ineligible may be required to cease working on the contract immediately.

The Contractor shall report immediately in writing to SEMG with copies to the CO and the PO, any adverse information regarding any of its employees that may impact their ability to perform under this contract, task order or delivery order. Reports should be based on reliable and substantiated information, not on rumor or innuendo. The report shall include the contractor employee’s name and social security number, along with the adverse information being reported.

Contractor personnel shall be provided an opportunity to explain or refute unfavorable information found in an investigation to SEMG before an adverse adjudication is made. Contractor personnel may request, in writing, a copy of their own investigative results by contacting:
At the Agency’s discretion, if an investigated contractor employee leaves the employment of the contractor, or otherwise is no longer associated with the contract, task order, or delivery order within one (1) year from the date the background investigation was initiated by CMS, then the Contractor may be required to reimburse CMS for the full cost of the investigation. The amount to be paid by the Contractor shall be due and payable when the CO submits a written letter notifying the Contractor as to the cost of the investigation. The Contractor shall pay the amount due within thirty (30) days of the date of the CO’s letter by check made payable to the “United States Treasury.” The Contractor shall provide a copy of the CO’s letter as an attachment to the check and submit both to the Office of Financial Management at the following address:

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

The Contractor must immediately provide written notification to SEMG (with copies to the CO and the PO) of all terminations or resignations of Contractor personnel working on this contract, task order or delivery order. The Contractor must also notify SEMG (with copies to the CO and the PO) when a Contractor’s employee is no longer working on this contract, task order or delivery order.

At the conclusion of the contract, task order or delivery order and at the time when a contractor employee is no longer working on the contract, task order or delivery order due to termination or resignation, all CMS-issued parking permits, identification badges, access cards, and/or keys must be promptly returned to SEMG. Contractor personnel who do not return their government-issued parking permits, identification badges, access cards, and/or keys within 48 hours of the last day of authorized access shall be permanently barred from the CMS complex and subject to fines and penalties authorized by applicable federal and State laws.

Work Performed Outside the United States and its Territories

The contractor, and its subcontractors, shall not perform any activities under this contract at a location outside of the United States, including the transmission of data or other information outside the United States, without the prior written approval of the Contracting Officer. The factors that the Contracting Officer will consider in making a decision to authorize the performance of work outside the United States include, but are not limited to the following:
1. All contract terms regarding system security
2. All contract terms regarding the confidentiality and privacy requirements for information and data protection
3. All contract terms that are otherwise relevant, including the provisions of the statement of work
4. Corporate compliance
5. All laws and regulations applicable to the performance of work outside the United States
6. The best interest of the United States

In requesting the Contracting Officer’s authorization to perform work outside the United States, the contractor must demonstrate that the performance of the work outside the United States satisfies all of the above factors. If, in the Contracting Officer’s judgment, the above factors are not fully satisfied, the performance of work outside the United States will not be authorized. Any approval to employ or outsource work outside of the United States must have the concurrence of the CMS SEMG Director or designee.
EXHIBIT 3

GPO Exhibit 3
FAQ Supplement to CMS Security Clause 09A-01
Date: April 4, 2008

CMS Security Clause 09A-01 is a mandatory clause required in all CMS contracts that require background investigations. This Frequently Asked Questions (FAQ) Supplement provides additional information specific to CMS print/mail contracts.

**Acronyms**

CMS – Centers for Medicare & Medicaid Services, Department of Health and Human Services
OMB – Office of Management and Budget, Executive Office of the President
OPM – United States Office of Personnel Management
PO – CMS Project Officer
PS – CMS Printing Specialist
PSC – Program Support Center, Department of Health and Human Services
PII – Personally Identifiable Information (i.e. beneficiary name and address)
PIV – Personal Identity Verification
SEMG – CMS Security & Emergency Management Group

**Who must apply for and receive a background investigation?**

Contractor personnel with access to CMS’ beneficiary PII under this contract *may be* required to undergo a background investigation. At a minimum, the two applicants for access to the Gentran mailbox *must* undergo a background investigation anticipated to be at a Public Trust Level 5. Depending on the outcome of the Preaward Security Survey and/or discussion at the Postaward Conference, additional contractor employees and/or subcontractors may be required to undergo background investigations. It is possible that everyone with access to the data processing and production areas, including janitors and maintenance technicians, must undergo a background investigation. SEMG and the PO will make this determination at the Postaward Conference.

**Will production employees working on a different production line in the same room be subject to a CMS investigation? Even if they aren’t working on a CMS job?**

That will be determined by SEMG and the PO at the Postaward Conference. Depending on the sensitivity of the CMS job, it may be necessary to perform a background investigation on everyone with access to all work areas that contain CMS PII during performance of this contract. However, if the production line running the CMS job has limited and controlled access from other production lines, then workers outside of this area would not be subject to a CMS investigation.

**What is a Security Investigation Liaison?**

The contractor must appoint a Security Investigation Liaison to handle confidential personnel issues that may arise at any point during the background investigation process, and to serve as a point of contact to the Government for background investigation issues. The Liaison’s duties will include attending the Postaward Conference, submitting background applications timely, and resolving any issues of inaccurate or incomplete data supplied by background investigation applicants. Where personal information is involved, SEMG may need to contact the background investigation applicant directly. The Security Investigation Liaison may be required to facilitate such contact. It is up to the contractor to decide if this should be the same or a different person who handles technical issues.
Where may I find copies of the forms listed in CMS Security Clause 09A-01?

Forms SF-85, SF-85P, OF-612, and OF-306 can be found on: www.forms.gov. However, applicants may not actually fill out these forms. These forms are listed for the similar data to be collected through “e-QIP” an online background investigation application process; more about that later in this FAQ.

The Credit Report Release Form and the FD-258 Fingerprint Card will be provided if deemed applicable at the Postaward Conference.

Form CMS-730A is provided as an attachment to this contract, contractor may reproduce as necessary at no cost to the Government. Contractor must submit a completed CMS-730A for each background investigation applicant to the PS within 5 workdays after notification by the PS Original signatures are required on this form; therefore, photocopied signatures or fax transmission is not acceptable.

The Contractor is also required to submit a PIV Spreadsheet listing all background investigation applicants. This Microsoft Excel spreadsheet will be provided to the contractor by the PS after the Postaward Conference. The PIV Spreadsheet collects the following information for each background investigation applicant: SSN, Last Name, First Name, Middle Name, Suffix, Birth Date, City of Birth, County of Birth, Country of Birth, E-mail Address, Home Phone, Previous Federal Government Background Investigations Performed, and Contracting Firm.

Send completed forms to the PS; not to the SEMG address listed on page 3 of the attached CMS Clause-09A-01. As soon as the completed forms are prepared for shipment, the contractor must e-mail transmittal information (carrier, tracking numbers, estimated time of arrival at CMS) to the PS. Email addresses will be provided at the Postaward Conference.

What is “e-QIP”?

E-QIP is a secure internet website sponsored by OPM for submission of background investigation application information. After receipt of the properly completed CMS-730A forms and PIV spreadsheet, SEMG will notify Contractor’s Security Liaison that background investigation applicants are invited to enter “e-QIP”. Background investigation applicants will have a 14 calendar day window to complete the e-QIP online submission. The information requested in e-QIP is similar to Forms SF-85 and SF-85P. OMB has estimated the time to complete the e-QIP application takes an average of 120 minutes. At time of e-QIP invitation notification, SEMG will also notify the Security Liaison if paper copies of Forms OF-612 and OF-306 must also be submitted by the applicants within the same 14 day window. Potential bidders may find additional information about e-QIP on the internet at: http://www.opm.gov/e-qip/.

Why do I have to fill out a “Request for Physical Access to CMS Facilities” form?

While it is not anticipated that any contractor personnel will need physical access to CMS property, Form CMS-730A is also used to authorize CMS to perform a background investigation and to certify receipt of Privacy Act information by the applicant. Failure to provide a completed Form CMS-730A will cause a denial of access to CMS computer systems.

Why do I have to travel to CMS Central Office for fingerprinting?

CMS prefers to process electronic fingerprints generated in CMS or PSC offices. Electronic fingerprinting services are available at no cost at the CMS Central Office in Baltimore, and for a
fee at each of the regional PSC offices. PSC offices are located in downtown Federal buildings in the following cities: Boston, New York City, Philadelphia, Atlanta, Chicago, Dallas, Kansas City, Denver, San Francisco, and Seattle. Information regarding PSC locations, hours, fees, and procedures may be obtained by emailing: security@psc.hhs.gov.

If the contractor is unable to go to the above locations for electronic fingerprints, CMS will allow the contractor to obtain ink fingerprints (non-electronic) from their local police department. Two sets of ink fingerprints on FD-258 hard cards must be submitted to CMS directly from the police department. CMS will supply the contractor with blank FD-258 hard cards and a self-addressed, stamped Priority Mail envelope for the contractor to give the police department for return of the fingerprint cards to CMS.

At the Postaward Conference, the contractor must be prepared to discuss where fingerprints will be obtained.

A number of my employees have undergone background checks by another Federal agency. Do they have to repeat the process for CMS?

That will be decided by SEMG and the PO at the Postaward Conference. If the employee performs a duty that requires a background investigation, and they have had a background investigation successfully performed by another Federal entity within the last year, then they may not have to repeat the entire process. That employee will still have to submit a CMS-730A and be listed on a PIV spreadsheet.

What happens if I don’t report terminations, resignations, or adverse information of cleared people? If I do, you are going to charge me up to $2,900 for the cost of the investigation.

The person assigned the User ID, and the contractor’s company, remains responsible for all data collected via the Gerentron mailbox. Failure to report terminations and resignations could result in this contract being terminated for default.

Reporting of adverse information will be investigated by SEMG and handled appropriately considering the nature of the adverse information. It is possible the User ID may be terminated immediately and the contractor may have to initiate clearance for another employee.

Is the investigation good for the entire term of the contract, including all option years?

Access to the Gerentron mailbox must be renewed annually or the User ID will be revoked. The CMS-730A and PIV spreadsheet must also be submitted annually. Fingerprinting and entering data into e-QIP should only occur once unless there are changes to the employee’s record that necessitate updates.

Is it possible that I can perform work outside the United States and its Territories?

No, not on contracts for CMS print/mail requirements.
Secure One HHS

Information Security Program Rules of Behavior

The HHS Rules of Behavior (HHS Rules) provides common rules on the appropriate use of all HHS technology resources and information for Department users, including federal employees, interns and contractors. The HHS rules work in conjunction with the HHS-OCIO-2006-0001, Policy for Personal Use of Information Technology Resources, dated February 17, 2006, and are issued under the authority of the HHS-OCIO-2007-0002, Policy for Department-wide Information Security, dated September 25, 2007. Both references may be found at URL: http://www.hhs.gov/ociо/policy/index.html.

All users of Department technology, resources, and, information must read these rules and sign the accompanying acknowledgement form before accessing Department data/information, systems and/or networks. This acknowledgement must be signed annually, preferably as part of Information Security Awareness Training, to reaffirm knowledge of and agreement to adhere to the HHS rules. The HHS rules may be presented to the user in writing or electronically, and the user’s acknowledgement may be obtained by written or electronic signature. Each Operating Division (OPDIV) Chief Information Officer (CIO) shall determine how signatures are to be submitted, retained, and recorded; and may append any necessary information or fields to the signature page. For electronic signatures, the specific version number of the HHS rules must be retained along with the date, and sufficient identifying information to uniquely link the signer to his or her corresponding information system accounts. Electronic copies of the signed Signature Page may be retained in lieu of the original. Each OPDIV CIO shall ensure that information system and information access is prohibited in the absence of a valid, signed HHS rules from each user.

Each HHS OPDIV may require user certification to policies and requirements, more restrictive than the rules prescribed herein, for the protection of OPDIV information and systems.

Furthermore, supplemental rules of behavior may be created for systems which require users to comply with rules beyond those contained in the HHS Rules. In such cases, users must additionally sign these supplemental rules of behavior prior to receiving access to these systems, and must comply with any ongoing requirements of each individual system to retain access (such as re-acknowledging the system-specific rules by signature each year). System owners shall document system-specific rules of behavior and any recurring requirement to sign them in the System Security Plan for their systems. Each OPDIV CIO shall implement a process to obtain and retain the signed rules for such systems and shall ensure that user access to their information is prohibited without a signed, system-specific rules and a signed HHS Rules.

National security systems, as defined by the Federal Information Security Management Act (FISMA), must independently or collectively, implement their own system-specific rules.

These HHS Rules apply to both the local and remote use of HHS information (in both electronic and physical forms) and information systems by any individual.

- Information and system use must comply with Department and OPDIV policies and standards, and with applicable laws.
- Use for other than official, assigned duties is subject to the HHS-OCIO-2006-0001, Policy for Personal Use of Information Technology Resources, dated February 17, 2006.
without authorization or appropriate safeguards, as stipulated by the HHS Encryption Standard for Mobile Devices and Portable Media, dated August 21, 2007.

- Knowingly or willingly conceal, remove, mutilate, obliterate, falsify, or destroy information for personal use for self or others. (See 18 U.S.C. 2071)
- Copy or distribute intellectual property—including music, software, documentation, and other copyrighted materials—without permission or license from the copyright owner.
- Modify software without management approval.

The following are prohibited on Government systems per the HHS-OCIO-2006-0001, Policy for Personal Use of Information Technology Resources, dated February 17, 2006:

- Sending or posting obscene or offensive material in messages or forums.
- Sending or forwarding chain letters, e-mail spam, inappropriate messages, or unapproved newsletters and broadcast messages.
- Sending messages supporting political activity restricted under the Hatch Act.
- Conducting any commercial or “for-profit” activity.
- Utilizing peer-to-peer software without OPDIV CIO approval.
- Sending, retrieving, viewing, displaying, or printing sexually explicit, suggestive text or images, or other offensive material.
- Operating unapproved web sites.
- Incurred more than minimal additional expense, such as using non-trivial amounts of storage space or bandwidth for personal files or photos.
- Using the Internet or HHS workstation to play games, visit chat rooms, or gamble.

Users shall ensure the following protections are properly engaged, particularly on non-HHS equipment or equipment housed outside of HHS facilities:

- Use antivirus software with the latest updates.
- On personally-owned systems, use of anti-spyware and personal firewalls.
- For remote access and mobile devices, a time-out function that requires re-authentication after no more than 30 minutes of inactivity.
- Adequate control of physical access to areas containing sensitive information.
- Use of approved encryption to protect sensitive information stored on portable devices or recordable media, including laptops, thumb drives, and external disks; stored on remote or home systems; or transmitted or downloaded via e-mail or remote connections.
- Use of two-factor authentication for remote access to sensitive information.

Users shall ensure that passwords:

- Contain a minimum of eight alphanumeric characters and (when supported by the OPDIV environment) at least one uppercase and one lowercase letter, and one number, and one special character.
- Avoid words found in a dictionary, names, and personal data (e.g., birth dates, addresses, social security numbers, and phone numbers).
- Are changed at least every 90 days, immediately in the event of known or suspected compromise, and immediately upon system installation (e.g. default or vendor-supplied passwords).
- Are not reused until at least six other passwords have been used.
- Are committed to memory, or stored in a secure place.
I have read the *HHS Rules of Behavior* (HHS Rules), version 2008-0001.003S, dated February 12, 2008 and understand and agree to comply with its provisions. I understand that violations of the HHS Rules or information security policies and standards may lead to disciplinary action, up to and including termination of employment; removal or debarment from work on federal contracts or projects; and/or revocation of access to Federal information, information systems, and/or facilities. I understand that exceptions to the HHS Rules must be authorized in advance in writing by the OPDIV Chief Information Officer or his/her designee. I also understand that violation of laws, such as the Privacy Act of 1974, copyright law, and 18 USC 2071, which the HHS Rules draw upon, can result in monetary fines and/or criminal charges that may result in imprisonment.

Signatures:  
Date Signed:  
Employee’s/Users Name:  

APPROVED BY AND EFFECTIVE ON:  

/s/ February 12, 2008  
Michael Carleton  
HHS Chief Information Officer  

The record copy is maintained in accordance with GRS 1, 18.a.
The following table provides historical data for the variable page counts for the last three years. The data provided is for informational purposes only. There is no guarantee that the variable page counts for the products produced on this contract will be the same for any item/state version.

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MONTHLY ORDER ONLY (NO BULK ORDERS): See approximate number of monthly copies required for the 52 different versions *from previous orders* as specified in the below chart. This is for informational purposes only; there is no guarantee that future orders will have the exact same quantity/version.

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