

U.S. GOVERNMENT PUBLISHING OFFICE (GPO)

Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Survey Packages

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

Department of Labor
Bureau of Labor Statistics (BLS)

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning Date of Award and ending August 31, 2017, 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 publicly opened at 11:00 a.m., prevailing Washington, DC time, on August 22, 2016.

BID SUBMISSION: Submit bid in pre-addressed envelope furnished with solicitation or send to: U.S. Government Publishing Office, Bid Section, Room C848, Stop: PPSGB, 732 North Capitol Street, NW, Washington, DC 20401. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO Bid Section, Fax No. (202) 512-1782. The program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2, as revised June 2001. Hand delivered bids are to be taken to: GPO Bookstore, 710 North Capitol Street, NW, Washington, DC, between the hours of 8:00 a.m. and 4:00 p.m., prevailing Eastern Time, Monday through Friday. Contractor is to follow the instructions in the Bid Submission/Opening area. If further instruction or assistance is required, call (202) 512-0526.

RESTRICTION ON LOCATION OF PRODUCTION FACILITIES: All production facilities used in the manufacture of the product(s) ordered under this contract must be located within a 175-mile radius of zero milestone Washington, DC.

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.

Abstracts of contract prices are available at <http://www.gpo.gov/gpo/abstracts/abstract.action?region=DC>.

For information of a technical nature *before* award, contact Mary Newton at mnewton@gpo.gov or (202) 512-2132. For contract administration *after* award, contact Bernice Mack at bmack@gpo.gov or (202) 512-1239.

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

GPO Contract Terms (GPO Publication 310.2) – <http://www.gpo.gov/pdfs/vendors/sfas/terms.pdf>.

GPO QATAP (GPO Publication 310.1) – <http://www.gpo.gov/pdfs/vendors/sfas/qatap.pdf>.

DISPUTES: GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008 clause found at www.gpo.gov/pdfs/vendors/contractdisputes.pdf.

SUBCONTRACTING: Subcontracting is allowed for the manufacturing and printing of envelopes only. Subcontracting of envelopes must be approved by the BLS Authorized Representative as stated in the Print Contract Confidentiality and Security Requirements listed within Attachment 1.

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

Product Quality Levels:

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

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

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

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

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	O.K. Press Sheets
P-9. Solid and Screen Tint Color Match	O.K. Press Sheets

Special Instructions: In the event 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, Average Type Dimension, Electronic Media, Government furnished sample.

P-9. Pantone Matching System.

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 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 the Date of Award to August 31, 2017, 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 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 May 31, 2016, 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.

SECURITY REQUIREMENTS: The contractor shall comply with terms included in: Attachment 1 (“Print Contract Confidentiality and Security Requirements”); Attachment 2 (“Confidential Information Protection and Statistical Efficiency Act of 2002”); and, Attachment 3 (“BLS Agent Agreement”).

WARNING: Proper control and handling must be maintained at all times to prevent any information or materials required to produce the product ordered under these specifications from falling into unauthorized hands. Unless otherwise indicated herein, all extra copies, materials, waste, etc., shall be destroyed.

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 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.

The Preaward Survey will include a review of all subcontractors involved, along with their specific functions; and the contractor's plans for Quality Control/Quality Assurance and Recovery, Mail, Material Handling and Inventory Control, Personnel, Production, and Security Control as required by this specification.

The contractor shall present, in writing, to the Contracting Officer within five (5) workdays of being notified to do so by the Contracting Officer or his/her representative, detailed plans as specified below. The workday after notification to submit will be the first day of the schedule.

THE PROPOSED PLANS ARE SUBJECT TO GOVERNMENT APPROVAL. The Government reserves the right to waive some or all of the preaward survey plans if there is other evidence that, in the opinion of the Contracting Officer, indicates that the contractor being considered for award has already demonstrated their compliance with the requirements of the below plans.

Option Years: For each option year exercised, the contractor will be required to re-submit, in writing, the below plans detailing any changes and/or revisions that have occurred. The contractor should be prepared to submit these revised plans at each year's meeting (See "PREPRODUCTION MEETING"). **THE REVISED PLANS ARE SUBJECT TO GOVERNMENT APPROVAL.** If the preproduction meeting is waived by the Government, the revised plans must be submitted to GPO within five (5) workdays of notification of the option year being exercised.

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

Quality Control/Quality Assurance and Recovery Plan: The contractor shall provide and maintain an independent quality assurance organization of sufficient size and expertise to monitor the operations performed, and to inspect the products of each operation to a degree and extent that will ensure the Governments quality assurance, inspection and acceptance provisions herein are met. The contractor shall perform, or have performed, the process controls, inspections and tests required to substantiate the products provided under this contract conform to the specifications and contract requirements. The contractor shall describe in detail their Quality Control/Quality Assurance and Recovery Plans describing how, when, and by whom the plans will be performed. These plans shall include a detailed explanation of both staff and management activities and responsibilities.

The Quality Control/Quality Assurance and Recovery Plan must include examples and a detailed description of all reports and/or logs the contractor will keep to document the quality control inspections performed on each run. The plans must provide for periodic samplings to be taken after any software modifications, as well as samplings taken prior to and during production runs. The plans shall contain control systems that will detect any defective, missing, duplicate, and mutilated pieces. The plans shall detail the actions to be taken by the contractor when a defective, missing, duplicate, or mutilated piece has been detected. These actions must be consistent with the requirements found in GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987, Rev. 6-01). The recovery system will be required to ensure each defective, missing, duplicate, or mutilated piece is identified and replaced.

This plan shall monitor all aspects of the job and include machinery updates, software updates, and mail flow to ensure the production and delivery of Survey Packages meet contract specifications and Government requirements. This includes maintaining 100% accountability in the construction and composition of each Survey Package, the accuracy of imaging, and the proper mail distribution of all pieces throughout each run. The contractor shall ensure there are no defective, missing, duplicate, or mutilated pieces introduced into the distributed mail or bulk shipments.

A shift manager shall be on site at all times including during the night shift periods to ensure that all shifts are covered during all stages of printing, imaging, inserting, mailing and shipping. Furthermore, the plans must include the names of all quality assurance officials with a description of their duties in relationship to the Quality Control/Quality Assurance and Recovery Plan.

The Government may periodically verify the contractor is complying with the approved Quality Control/Quality Assurance and Recovery Plan through on-site examinations and/or requesting copies of the contractor's quality assurance records and quality assurance random copies.

NOTE: As part of this plan, the contractor is required to create a worklog for approval to be used during the term of the contract to document the work done for each mailing period.

Mail Plan: This plan shall include sufficient detail as to how the contractor will comply with all applicable U.S. Postal Service (USPS) mailing requirements as listed in the USPS Domestic and International Mail Manuals in effect at the time of mailing and other USPS instructional material such as the Postal Bulletin.

Material Handling and Inventory Control Plan: This plan shall explain in detail how the following materials will be handled: incoming materials; work-in-progress; quality control inspection materials; USPS inspection materials and all outgoing materials cleared for USPS pickup/delivery and bulk shipment materials to as many as 60 domestic destinations including Guam, Virgin Islands, and Puerto Rico.

Personnel Plan: This plan shall include a listing of all personnel who will be involved with this contract. For any new employees, the Personnel Plan shall include the source of these employees and a description of the training programs the employee will be given to familiarize them with the requirements of this program. Plan must include human resource screening processes for employees in contact with sensitive data. Additionally, all personnel who will be involved with this contract must sign the BLS Agent Agreement (see Attachment 3).

Production Plan: This plan shall include items such as a detailed listing of all production equipment with capabilities and capacities to be utilized on this contract. If new equipment is to be utilized, the plan must identify the equipment and document the capabilities, capacities, source, delivery schedule, and installation dates.

Security Control Plan: The proposed Security Control Plan must address, at a minimum, the following:

- a) Materials: How all materials are handled throughout all phases of production. This plan shall also include the method of secure disposal of all production waste materials, in conjunction with the "Disposal of Material" requirements specified herein.
- b) Floor Plan: Shall include a floor plan detailing the area(s) to be used, showing existing walls, equipment to be used, print production area, work in process area, finishing locations, and area for storage of completed materials not yet distributed.
- c) Production Area: The contractor must provide a secure area(s) dedicated to the processing and storage of data for Survey Forms and Survey Packages, either in a separate facility dedicated to this product, or in a walled-in limited access area within the contractor's existing facility. Access to the area(s) shall be limited to authorized security trained employees, as defined within Attachment 1, participating in the production of Survey Forms and Packages.
- d) Information Technology System Security: The contractor must submit an Information Technology System Security Plan as it relates to BLS data storage and data processing. The plan shall summarize the physical and logical protections in place at the designated printing location, including the audit mechanisms used to ensure the described plan elements are fully implemented and operational.

Disposal of Materials: The contractor is required to demonstrate how all furnished materials (if applicable), extra copies, waste materials, etc., used in the production of BLS products will be definitively destroyed (e.g., burning, pulping, shredding, macerating, or other suitable similar means) (see “Security Control Plan, paragraph a”). Electronic Records must be definitively destroyed in a manner that prevents reconstruction. *Definitively* destroying the records means the material cannot be reassembled and used in an inappropriate manner in violation of law and regulations.

The contractor, at a minimum, must crosscut shred all documents into squares not to exceed one-quarter inch. All documents to be destroyed cannot leave the security of the building and must be destroyed at contractor’s printing site. The contractor must specify the method planned to dispose of the material.

PREAWARD TEST: The contractor being considered for award may be required to demonstrate its ability to produce the items required in these specifications at the requisite quality level by completing a preaward test. The Government reserves the right to waive the preaward test if there is other evidence that, in the opinion of the Contracting Officer, indicates that the contractor being considered for award has the capability to successfully produce the items required.

For the preaward test, the Government will furnish files (via email or SFTP) that are representative of the materials to be furnished under these specifications. Files will consist of templates for each item in the packages for the static printing and a database consisting of “dummy” variable data for the imaging, state addresses, and a mandatory statement to be imaged on certain items. The database will include 100 rows of “dummy” variable data for each of the required sample packages (A through G).

The prospective contractor must produce and assemble 50 samples each of a complete package for Packages A, B, C, D, E, F, and G.

The prospective contractor must print/variable image, bind, construct, and assemble (as applicable) in accordance with the requirements specified herein. Samples must be printed on the required stock as specified herein. **DO NOT SEAL MAIL-OUT ENVELOPES.**

NOTE: For the purpose of the preaward test, the contractor must supply the required size envelope for each package as specified herein; however, the envelopes are not required to be printed or have the die-cuts windows, if applicable.

The test samples from this test will be used by the Government to evaluate the contractor’s capability to comply with the applicable requirements of these specifications and the contractor’s ability to maintain the requisite quality level throughout the term of the contract. Failure to produce the test samples in accordance with the requirements of this contract and at the requisite quality level may be reason for a determination of non-responsibility.

The test samples must be delivered to: U.S. Government Publishing Office, Agency Publishing Services – DC Team 2, Attn: Contracting Officer, Stop: CSAPS, 27 G Street, NW, Washington, DC 20401.

NOTE: At the Government’s option, a BLS representative may be on-site for the preaward test.

Contractor must submit preaward test sample within five (5) workdays of receipt of furnished test materials.

If the preaward test samples are disapproved by the Government, the contractor may be permitted, at the option of the Government, additional time to correct defects or to submit an additional test samples if so notified by the Contracting Officer.

In the event the revised test samples are disapproved by the Government, the contractor shall be deemed to have failed to comply with the applicable requirements of these specifications and may be reason for a determination of non-responsibility.

Failure to deliver the completed test samples within the stated time period may disqualify the contractor from further consideration for award.

All operations necessary in the performance of this test shall be performed at the facilities and on the equipment in which the contract production will be performed.

No charges will be allowed for costs incurred in the performance of this preaward test.

UNIQUE IDENTIFICATION NUMBER: Unique identification numbers will be used to track each individual mailpiece, thereby providing 100% accountability. This enables the contractor to track each mailpiece through completion of the project. The contractor will be required to create a test sample every 5,000 mailpiece. This sample must have a unique number and must be produced on each mailpiece. The contractor will generate a list of the unique identifying numbers for each sample. As samples are pulled, the unique numbers will be marked off the list. This enables the contractor to track which samples have been produced and pulled and what records have been produced.

The contractor may create their own sequence number and run date to facilitate their presorting and inserting process but must maintain the original BLS identification number.

NOTE: If the production run has a quantity of less than 20,000 mailpieces, the ordering agency will specify when the samples are to be pulled.

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

100% ACCOUNTABILITY OF PRODUCTION AND MAILING: Contractor must have a closed loop process* to determine that the data from the original print file is in the correct envelope with the correct number of pages and inserts. Letters requiring print regeneration must be reprinted from their original print image with the original job ID and piece ID remaining unchanged as each mailpiece continues through the inserting life cycle. This process will repeat itself (since subsequent reprint runs may yield damages) until all mailpieces from the original print run have been inserted and accounted for.

***CLOSED LOOP PROCESSING:** A method for generating a plurality of mailpieces including error detection and reprinting capabilities. The method provides a mail handling process which tracks processing errors with the use of a first and second scan code which obtain information regarding each mailpiece, diverts mailpieces in response to error detection, transmits such errors to a processor, and automatically generates a reconfigured print file to initiate reprints for the diverted mailpieces.

Contractor will be responsible for providing a unique identifying number that will be used to track each individual letter, thereby providing **100% accountability and validating the integrity of every letter produced** in all phases of printing, inserting, and mailing and to ensure all letters received from BLS were correctly entered into the United States postal system.

NOTE: Contractor must have all hardware, programming and finalized reports in place to meet this requirement. Any necessary equipment must arrive and be operational by September 1, 2016. Contractor must submit a sample of their proposed Audit and Summary reports with the required preaward production plans for approval. The Government considers grounds for the immediate default of this contract if the contractor, at any time, is unable to perform or found not complying with any part of this requirement.

Letter integrity shall be defined as follows:

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

Mailing integrity shall be defined as follows:

- All letters received from BLS for each file date were printed, inserted, and entered correctly into the U.S. postal system.

The contractor is responsible for providing the Automated inserted letter tracking/reporting systems and processes required to validate that 100% of all letters received from BLS were printed, and that all pages for each letter with the correct inserts are accounted for, inserted, and mailed correctly.

The contractor's inserting equipment must have automated systems that include letter coding and scanning technology capable of:

- (a) Uniquely identifying each letter and corresponding letter leaves within each individual file by mailer number and file date.
- (b) Unique identifier to be scanned during insertion to ensure all letters and corresponding letter leaves are present and accounted for.
- (c) Entrance Scanning: A camera system must electronically track and scan all leaves of each mailpiece as the inserting equipment pulls them into the machine to ensure each mailpiece was produced and inserted. If there is any variance on a mailpiece or if a mailpiece is not verified that all leaves are present, that piece and the piece prior to and immediately following must be diverted and sent back for reprint. All instances of variance must be logged.
- (d) Touch and Toss: All spoilage, diverted, mutilated, or mailpiece that is acted upon directly by a human hand prior to sealing must be immediately recorded, discarded, properly destroyed, and automatically regenerated in a new print file for reprint.
- (e) Exit Scanning: A camera system must be mounted just aft of the inserting equipment. This camera system must read a unique code through the window of each mailpiece and be capable of identifying and reporting all missing letters that were lost or spoiled during production for each individual file by mailer number and file date. This system ensures that no missing mailpieces have been inadvertently inserted into another mailpiece. The equipment must check the mailpieces, after insertion and verification that all leaves are accounted for, and divert any suspect product. During exit scanning, if a sequence number is missing the letter prior to and immediately after must be diverted. The equipment must divert all products that exhibit missing or out of order sequence numbers and any other processing errors. All diverted pieces are to be automatically recorded and regenerated in a new print file for reprint.
- (f) Reconciliation: All letters and the amount of correct finished product must be electronically accounted for after insertion through the use of the audit system that is independent of the inserting equipment as well as independent of the operator. The sequence numbers, for each file, must be reconciled, taking into account any spoilage, duplicate, and/or diverted product. If the reconciliation yields divergent results, corrective action must be taken to locate the mailpieces that are causing any difference between the input and outputs of the inserting process. Therefore, all finished mail for that sequence run must be held in an accessible area until this reconciliation is complete.

- (g) Generate a new production file for all missing, diverted, or mutilated letters (reprint file).
- (h) Contractor must generate an automated audit report from the information gathered from scanning for each mailer number, file date, and each letter (manual inputs are not allowed). This audit report will contain detailed information for each letter as outlined above for each individual file by mailer number and file date. Contractor must maintain this information for a 6-month period after mailing.
- (i) Audit report must contain the following information:
 - 1. Job name
 - 2. Mailer number, file date, and mail date(s)
 - 3. Machine ID
 - 4. Date of production with start and end time for each phase of the run (i.e., machine ID).
 - 5. Start and end sequence numbers in each run
 - 6. Status of all sequence numbers in a run
 - 7. Total volume in run
 - 8. Status report for all incidents for each sequence number and cause (i.e., inserted, diverted, and reason for divert such as missing sequence number, missing leave, mutilated, duplicate, pulled for inspection, etc.).
 - 9. Bottom of audit report must contain total number of records for that run, quantity sent to reprint, number of duplicates, duplicates verified and pulled, and total completed.
 - 10. Audit report must contain the same information for all the reprints married with this report as listed above showing that all pieces for each mailer number and file date are accounted for.
- (j) Contractor must generate a **final automated 100% accountability summary report** for each individual file by mailer number and file date. This information must be generated directly from the audit report. (Manual inputs are not allowed.) The summary report must contain the following:
 - 1. Job information: Job name, file date, Mailer #, piece quantity, sequence start and end number, if multiple batches for a single file, include number of batches and batch number (i.e., 1 of 4), due date, etc.
 - 2. Volume of sequence numbers associated with an individual file by mailer number and file date that were inserted and date completed.
 - 3. Volume of reprints that were inserted for each file date and when completed.
 - 4. Total volume inserted for each file date and final date that each batch was completed.

A PDF copy of the summary report(s) and any worklogs must be submitted to BLS for approval prior to each mailing.

NOTE: Contractor must submit a sample of their Audit and Summary Reports with the required preaward production plans for approval.

Contractor must generate an automated audit report when necessary showing the tracking of all letters throughout all phases of production for each mailpiece. This audit report will contain all information as outlined in item (i) above. Contractor is required to provide any requested Summary and/or Audit reports within an hour of a request via email in MS word, MS Excel, or PDF.

All letter tracking/reporting data must be retained in electronic form for 210 calendar days after mailing and must be made available to BLS for auditing of contractor performance upon request.

The contractor must maintain quality control samples, inspection reports, and records for a period of no less than 180 calendar days subsequent to the date of the check tendered for final payment by the Government Publishing Office. The Government will periodically verify that the contractor is complying with the approved quality control plan through on-site examinations and/or requesting copies of the contractor's quality assurance records and quality assurance random copies.

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

ON-SITE REPRESENTATIVES: On-site representative(s) may be stationed at the contractor's facility to: provide project coordination in receipt of furnished materials via email or contractor-hosted secure FTP site; verification of addresses; monitor printing, imaging, inserting, mail processing, quality assurance and control, random sample selections and inspections; and monitor the packing and staging of the mail. These coordinators will not have contractual authority, and cannot make changes in the specifications or in contract terms, but will bring any and all defects to the attention of the Contractor Quality Control Officer. The coordinators must have full and unrestricted access to all production areas where work on this program is being performed. The contractor will be required to provide one (1) private office of not less than 150 square feet, furnished with one (1) desk, one (1) swivel arm chair, one (1) telephone, a separate dedicated internet connection (high-speed internet connection with minimum download speed of 1.5 Mbps and upload speed of 384 Kbps) for access to the Government production database and systems and for secure data transmission, access to an internet connection, and a fax machine for the coordinators. The contractor will be reimbursed for any charges incurred for toll calls made by Government representatives upon presentation of invoice and verifiable documentation.

NOTE: The contractor shall pull two (2) samples every 5,000 copies of one production run: one (1) sample for BLS and one (1) sample for the contractor to hold. If the production run has a quantity of less than 5,000 copies, the ordering agency will specify when the samples are to be pulled.

POSTAWARD CONFERENCE: The total requirements of the job, including the production plan, delivery dates, scheduling, and turnaround times, may be reviewed by Government representatives with the contractor's representatives at the GPO, Washington, DC, immediately after contract award. **NOTE:** Person(s) that the contractor deems necessary for the successful implementation of the contract must be in attendance.

PREPRODUCTION MEETING: The Government's representatives may request a preproduction meeting(s) with the contractor's representatives to be held at the contractor's facility after contract award to review the contractor's production plan and to establish coordination of all operations.

At the Government's option, the meeting may be held at the BLS, Washington, DC, the GPO, Washington, DC, or via teleconference.

BLS may request to meet with the contractor and USPS representatives to discuss the contractor's plan for mailing. The preproduction meeting may include a visit to the contractor's mailing facility where the contractor is to furnish specific mail flow information.

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

Option Years: For each option year exercised, the Government's representatives may request a meeting with the contractor's representatives to be held at the contractor's facility to discuss the requirements of that contract year's jobs. The representative item samples will be made available at this meeting. If this meeting is waived by the Government, the representative samples will be available for pickup at the address under "SCHEDULE" listed for proof delivery and pickup.

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

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from Date of Award through July 31, 2017, plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" upon notification by the Government for purposes of the contract when it is electronically transmitted or otherwise physically furnished to the contractor in conformance with the schedule.

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

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

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

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

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

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "ORDERING" clause of this contract.

PAYMENT: Submit all invoices, via fax, utilizing the GPO barcode coversheet program application. Instructions for the GPO barcode coversheet program application can be found at the following web address: <http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html>. Invoices may also be mailed to: U.S. Government Publishing Office, Office of Financial Management, Attn: Comptroller, Stop: FMCE, Washington, DC 20401.

SECTION 2. – SPECIFICATIONS

SCOPE: These specifications cover the production of Survey Packages that consist of booklets, leaflets, forms, pamphlets, letters, business reply envelopes, and outgoing mail envelopes requiring such operations as electronic prepress, printing, binding, construction, packing, and distribution.

TITLE: Survey Packages.

FREQUENCY OF ORDERS: Approximately 6 orders per year, as follows:

- First Order: Bulk shipping of various items.
- Second Order: Packages B-1, C-1, and D-1.
- Third Order: Packages A-1, E-1, F-1, and G-1.
- Fourth Order: Packages A-2, E-2, F-2, and G-2.
- Fifth Order: Packages A-3, E-3, F-3, and G-3.

NOTE: ALL orders will be issued at the same time, on or around October 1st of each contract year. A separate print order will be issued solely for proofs and prior to production samples.

QUANTITY, NUMBER OF PAGES, AND TRIM SIZES:

<u>Item</u>	<u>Yearly Quantity</u>	<u>No. of Pages</u>	<u>Trim Size</u>
1. Data Collection Booklet (Spanish)	3,000	12	8-1/2 x 11”
2. Data Collection Booklet NR1 (Spanish)	2,000	12	8-1/2 x 11”
3. Data Collection Booklet NR2 (Spanish)	2,000	12	8-1/2 x 11”
4. Business Return Envelope	30,000	Face and back	9 x 11-1/2”
5. Pre-note Leaflets	275,000	Face and back (1 leaf)	8-1/2 x 11”
6. OSHA Recordkeeping Forms	275,000	4	8-1/2 x 11”
7. Outgoing Envelope (IDCF/Pre-note)	725,000	Face only	6 x 9”
8. Outgoing Envelope (State)	50,000	Face only	6 x 9”
9. Outgoing Envelope for Booklet	5,000	Face only	9 x 11-3/4”
10. Outgoing Envelope NR1 for Booklet	5,000	Face only	9 x 11-3/4”
11. Outgoing Envelope NR2 for Booklet	5,000	Face only	9 x 11-3/4”
12. Outgoing Envelope for Booklet (State)	5,000	Face only	9 x 11-3/4”
13. Outgoing Envelope NR1 for Booklet (S)	5,000	Face only	9 x 11-3/4”
14. Outgoing Envelope NR2 for Booklet (S)	5,000	Face only	9 x 11-3/4”
15. Electronic Data Collection Option Leaflet (IDCF)	500,000	Face and back (1 leaf)	8-1/2 x 11”
16. Internet Pamphlet	7,500	Face and back (1 leaf)	8-1/2 x 11”
17. Nonresponse Letter 1	100,000	Face only (1 leaf)	8-1/2 x 11”
18. Nonresponse Letter 2	75,000	Face only (1 leaf)	8-1/2 x 11”
19. Voluntary Public Sector Letter for Pre-note	8,000	Face only (1 leaf)	8-1/2 x 11”
20. Voluntary Public Sector Letter for Data Collection	8,000	Face only (1 leaf)	8-1/2 x 11”
21. Voluntary Public Sector Letter for NR1	6,000	Face only (1 leaf)	8-1/2 x 11”
22. Voluntary Public Sector Letter for NR2	6,000	Face only (1 leaf)	8-1/2 x 11”
23. Mandatory Letter for Pre-note	200,000	Face only (1 leaf)	8-1/2 x 11”
24. Mandatory Letter for Pre-note (DJTR)	15,000	Face only (1 leaf)	8-1/2 x 11”
25. Mandatory Letter (DJTR) for Data Collection	15,000	Face only (1 leaf)	8-1/2 x 11”
26. Mandatory Letter (DJTR) for NR1	8,000	Face only (1 leaf)	8-1/2 x 11”
27. Mandatory Letter (DJTR) for NR2	5,000	Face only (1 leaf)	8-1/2 x 11”

NOTE: The number of pages for envelopes are either face only or face and back, as specified, *after* construction. All trim sizes specified for envelopes are the final size *plus* the flap.

GOVERNMENT TO FURNISH:

Print orders with task lists. (NOTE: The task list will provide the specific dates for each phase of the schedule for each individual print order. See Exhibit B for a sample task list.)

Representative individual samples for Items 1 through 27 to be furnished at the Postaward Conference.

Form address layouts for each mailing to be furnished at the Postaward Conference.

Representative samples of the mailing indicia.

Electronic PDF files in Adobe Acrobat (version 9.0 and X) to be transferred via e-mail or via secure FTP (SFTP) site. NOTE: All platform system and software upgrades (for specified applications) which may occur during the term of the contract must be supported by the contractor.

Distribution lists with quantities for bulk shipments to be furnished with print orders via SFTP. (See spreadsheet (Exhibit A) for breakdown of items in each package). The spreadsheet is a compliment to the entire specifications for the 708-S program contained in this requirements bid.

Data format specification for Government supplied address lists and for contractor supplied, corrected address lists, and data entry data sets to be furnished as a type delimited text file via SFTP.

Test of non-production addresses for not less than 100 addresses per package for prior to production samples to be furnished each contract year via SFTP.

Production addresses for all Packages to be furnished via email or SFTP.

One reproduction proof, Form 905 (R. 6/03), with labeling and marking specifications.

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 the finished product.

EXHIBITS: The facsimiles shown as Exhibits A through E are representative of the requirements which will be ordered under this contract. However, it cannot be guaranteed that future orders will correspond exactly to these exhibits.

The Exhibits are as follows:

- Exhibit A: Spreadsheet
- Exhibit B: Sample Task List
- Exhibit C: Item 4 (Business Return Envelope)
- Exhibit D: Envelope
- Exhibit E: Envelope

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.

The contractor must furnish a contractor-hosted SFTP site for secure transmission of data between the Government and the contractor. Appropriate log-on instructions and protocol must be provided at time of award. The contractor must provide necessary security for the FTP site; at a minimum, the site must have a unique user ID and password.

ELECTRONIC PREPRESS: Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required production image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported to the contract administrator in sufficient time to comply with the shipping schedule.

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

When required by the Government, the contractor shall make minor revisions to the electronic files. It is anticipated that the Government will make all major revisions. Prior to making revisions, the contractor shall copy the furnished files and make all changes to the copy and email a copy to Elizabeth Roger at rogers.elizabeth@bls.gov.

Upon completion of each order, the contractor must furnish final production native application files (digital deliverables) with the furnished material. The digital deliverables must be an exact representation of the final printed product and shall be returned on the same type of storage media as was originally furnished, unless otherwise specified. The Government will not accept, as digital deliverables, PostScript files, Adobe Acrobat Portable Document Format (PDF) files, or any proprietary file formats other than those supplied, unless specified by the Government. (The Government will accept Adobe Acrobat Portable Document Format (PDF) files as digital deliverables when furnished by the Government.)

PROOFS (*Items 1 through 27*): NOTE: All proofs of envelopes must show flap and window, if applicable.

Two (2) sets of digital color content proofs. 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, as applicable.

Two (2) sets of digital one-piece composite laminated halftone proofs on the actual production stock (Kodak Approval, Polaroid PolaProof, CreoSpectrum, or Fuji Final Proof) with a minimum resolution of 2400 x 2400 dpi. 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. Proofs must show dot structure.

In lieu of digital one-piece laminated proofs, at contractor's option, two (2) sets of inkjet proofs that are G7 profiled and use pigment-based inks may be submitted. 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. 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 2009.

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 x 2400 dpi.

If any contractor errors are serious enough in the opinion of GPO to require revised proofs, the revised proofs are to be provided at no expense to the Government. No extra time can be allowed for this reproofing; such operations must be accomplished within the original production schedule allotted in the specifications.

The contractor must not print prior to receipt of a written notice of "O.K. to print."

PRIOR TO PRODUCTION SAMPLES: Prior to the commencement of production of the contract production quantity, the contractor shall submit not less than 100 printed construction samples of the 15 mail packages A, B, C, D, E, F, and G. Additionally, the contractor shall submit not less than 100 printed construction samples of the bulk-shipped envelopes (Items 8, 12, 13, and 14).

The container and accompanying documentation shall be marked "PREPRODUCTION SAMPLES" and shall include the GPO jacket number, purchase order number, program number, and print order number.

Samples must be printed and constructed in accordance with these specifications and must be of the size, kind, and quality that the contractor will furnish. Samples must be printed on the required paper as specified herein.

Samples will be inspected and tested for conformance of materials and/or construction and must comply with the specifications as to construction, kind, and quality of materials.

Contractor shall deliver prior to production samples of the 16 mail and bulk ship packages to: Department of Labor, Bureau of Labor Statistics, Attn: Elizabeth Rogers, Room 31180, 2 Massachusetts Avenue, NE, Washington, DC 20212-0001. (Telephone: (202) 691-5098).

Samples shall be delivered in accordance with the task list furnished with each individual print order. (See Exhibit B for sample task list.)

The Government will approve, conditionally approve, or disapprove the samples. 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 therefor.

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. 5-99)).

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

All samples shall be manufactured at the facilities and on the equipment in which the contract production quantities are to be manufactured.

Option Years: The Government's representatives may require prior to production samples for each option year exercised. The requirements for these samples (as stated above) will remain the same for each year exercised. The Government reserves the right to waive the prior to production samples. The contractor will be notified at each year's meeting (see "PREPRODUCTION MEETING" specified herein) if the samples will be required.

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

Government Paper Specification Standards No. 12 – http://www.gpo.gov/pdfs/customers/sfas/vol12/vol_12.pdf.

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

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

Items 1, 2, 3, 5, 6, and 15 through 27: White Offset Book, basis weight: 50 lbs. per 500 sheets, 25 x 38", equal to JCP Code A60.

Item 4: White Writing (or Wove), basis weight: 24 lbs. per 500 sheets, 17 x 22", equal to JCP Code V20.

Items 7 through 14: Light-Brown (Kraft Shade) Envelope, basis weight: 24 lbs. per 500 sheets, 17 x 22", equal to JCP Code V10.

PRINTING: Contractor to use process colors as indicated on the print order. Colors will be identified as black (process black), red (process magenta) and blue (process cyan). No bleeds for any item.

Printing on all envelopes shall be in accordance with the requirements for the style envelope ordered. All printing shall comply with all applicable U.S. Postal Service regulations, including automation guidelines/requirements. The envelope shall accept printing without feathering or penetrating to the reverse side.

Items 1, 2, and 3: Print head-to-head in black with red on page 1 (title page). A single line of type in red distinguishes the three (3) items. No blank pages. Pages print type and line matter, solids, and flat tones throughout.

Item 4: Print face and back (after construction) in black. Printing consists of type and line matter. Business Reply format reads parallel to the 9" dimension. The four (4) lines of type on the back (side with seams) read parallel to the 11-1/2" dimension and are hidden by the full gummed flap when sealed.

Item 5: Print face and back, head-to-head in black and red. Printing consists of type and line matter and flat tones.

Item 6: Prints face and back, head-to-foot in black. Printing consists of type and line matter and flat tones.

Item 7: Print face only (after construction) in black. Printing consists of type and line matter. Image reads parallel to the 9" dimension.

Item 8: Prints face only (after construction) in black. Printing consists of type and line matter. Image reads parallel to the 9" dimension.

Item 9: Print face only (after construction) in black. Printing consists of type and line matter. Image reads parallel to the 9" dimension.

Items 10 and 11: Print face only (after construction) in black and red. Printing consists of type and line matter. Image reads parallel to the 9" dimension. Black type is same for both items. Red line of type is different for Item 10 and 11.

Item 12: Print face only (after construction) in black. Printing consists of type and line matter. Image reads parallel to the 9" dimension.

Items 13 and 14: Print face only (after construction) in black and red. Printing consists of type and line matter. Image reads parallel to the 9" dimension. Black type is same for both items. Red line of type is different for Items 13 and 14.

Item 15: Print face and back, head to head in black and red. Printing consists of type and line matter and flat tones.

Item 16: Print face and back. Face prints in black and red; back prints in black, red, and blue. Printing consists of type and line matter, solids, and flat tones.

Items 17 through 27: Print face only in black. Printing consists of type and line matter.

PRESS SHEET INSPECTION: Final makeready press sheets 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, the 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 ANSI PH2.30-1989; a viewing booth under controlled conditions with 5000 degrees Kelvin overhead luminaries with neutral gray surroundings must be provided.

MARGINS (All Items): Adequate gripper margins; follow approved proofs and furnished electronic media.

BINDING:

Item 1: Gather Items 4 and 16 in center spread (items do not trim) of Item 1. Saddle-wire stitch in two places and trim three sides. Each product must contain complete four-page signatures after trimming. Single leaves connected with a lip (i.e., binding stub) to the left or right side of stitches will not be allowed. (NOTE: Items 4 and 16 are held in place with one of the stitches.)

Item 2: Gather Items 4 and 16 in center spread (items do not trim) of Item 2. Saddle-wire stitch in two places and trim three sides. Each product must contain complete four-page signatures after trimming. Single leaves connected with a lip (i.e., binding stub) to the left or right side of stitches will not be allowed. (NOTE: Items 4 and 16 are held in place with one of the stitches.)

Item 3: Gather Items 4 and 16 in center spread (items do not trim) of Item 3. Saddle-wire stitch in two places and trim three sides. Each product must contain complete four-page signatures after trimming. Single leaves connected with a lip (i.e., binding stub) to the left or right side of stitches will not be allowed. (NOTE: Items 4 and 16 are held in place with one of the stitches.)

Item 5: Trim four sides. When specified, fold from 8-1/2 x 11" to 8-1/2 x 5-1/2" with one (1) parallel fold, title panel out (follow samples).

Item 6: Trim four sides. When specified, fold from 11 x 17" to 5-1/2 x 8-1/2" with one (1) parallel fold and one (1) right angle fold with "OSHA Form 300" facing out (follow sample).

Item 15: Trim four sides. When specified, fold from 8-1/2 x 11" to 8-1/2 x 5-1/2" with one (1) parallel fold, title panel out (follow samples).

Item 16: Trim four sides. When specified, fold from 8-1/2 x 11" to 8-1/2 x 5-3/4" (with 1/2" lip) with one (1) parallel fold, title page out as low folio for saddle-stitching (follow sample).

Items 17 and 18: Trim four sides. When specified, fold from 8-1/2 x 11" down to 8-1/2 x 5-1/2", title out.

Item 19: Trim four sides. When specified, fold from 8-1/2 x 11" down to 8-1/2 x 5-3/4" (with 1/2" lip) with title page out as low folio for saddle-stitching (follow sample.)

Items 20 through 27: Trim four sides. Fold from 8-1/2 x 11" down to 8-1/2 x 5-1/2", title out.

CONSTRUCTION (Envelopes):

Item 4 (9 x 11-3/4"): Booklet-style envelope must be open side, with gummed fold-over flap for sealing and side seams. Flap depth is 1-7/8" and must be coated with a suitable glue that will securely seal the envelope without adhering to contents, not permit resealing of the envelope, and permit easy opening by the recipient. Envelopes shall be sufficiently high cut so as to prevent the flap adhesive from coming in contact with the envelope's contents. The sealed seams shall not adhere to the inside of the envelope. Envelopes shall be free from cuts, folds, tears, machine marks, foreign matter, dirt, ink smears, and adhesive stains.

The face of the envelope to contain one (1) die-cut, uncovered window (1-7/8 x 3-5/16" in size) with rounded corners. Die-cut window to be located 2-3/4" from left edge (9" dimension) of envelope and 2-3/16" from the top edge (11-3/4" dimension) of envelope. The 3-5/16" dimension of window is parallel to the 9" dimension of the envelope. See Exhibit C.

NOTE: When specified, fold from 9 x 11-1/2" to 9 x 6" (with a 1/2" lip) with one (1) parallel fold, die-cut window as low folio for saddle-stitching. (Follow sample.)

Item 7 (6 x 9"): Booklet-style envelope must be open side with gummed fold-over flap for sealing and side seams. Flap depth is 1-1/4" and must be coated with a suitable glue that will securely seal the envelope without adhering to contents, not permit resealing of the envelope, and permit easy opening by the recipient. Head prints towards left side. Envelopes shall be sufficiently high cut so as to prevent the flap adhesive from coming in contact with the envelope's contents. The sealed seams shall not adhere to the inside of the envelope. Envelopes shall be free from cuts, folds, tears, machine marks, foreign matter, dirt, ink smears, and adhesive stains.

The face of the envelope to contain three (3) die-cut, covered windows, as follows:

- The "FROM" address window (1-1/8 x 3-1/2" in size) with rounded corners. Die-cut window to be located 1/2" from flap fold and 5/8" from left edge of envelope. The 3-1/2" dimension of window is parallel to the 9" dimension of the envelope.

- The “TO” address window (1-3/4 x 3-3/4” in size) with rounded corners. Die-cut window to be located 3-1/8” from flap fold and 5/8” from left edge of envelope. The 3-3/4” dimension of window is parallel to the 9” dimension of envelope.
- The “message” window (1 x 3-1/2” in size) with rounded corners. Die-cut window to be located 3-7/8” from the flap fold and 4-7/8” from left edge of envelope. The 3-1/2” dimension of window is parallel to the 9” dimension of envelope.
- Windows are to be covered with a suitable transparent, low-gloss, poly-type material that must be clear of smudges, lines, and distortions. Poly-type material must be securely affixed to the inside of the envelope so as not to interfere with insertion of contents. Window material must meet the current U.S. Postal Service’s (USPS) readability standard/requirements.

See Exhibit D.

Item 8 (6 x 9”): Booklet-style envelope must be open side with fold-over flap for sealing and side seams. Flap depth is 1-1/4” and must be coated with a permanent, pressure-sensitive adhesive protected by a slightly oversized, removable protective liner. Head prints towards left side. Envelopes shall be sufficiently high cut so as to prevent the flap adhesive from coming in contact with the envelope’s contents. The sealed seams shall not adhere to the inside of the envelope. Envelopes shall be free from cuts, folds, tears, machine marks, foreign matter, dirt, ink smears, and adhesive stains.

The face of the envelope to contain three (3) die-cut, covered windows, as follows:

- The “FROM” address window (1-1/8 x 3-1/2” in size) with rounded corners. Die-cut window to be located 1/2” from flap fold and 5/8” from left edge of envelope. The 3-1/2” dimension of window is parallel to the 9” dimension of the envelope.
- The “TO” address window (1-3/4 x 3-3/4” in size) with rounded corners. Die-cut window to be located 3-1/8” from flap fold and 5/8” from left edge of envelope. The 3-3/4” dimension of window is parallel to the 9” dimension of envelope.
- The “message” window (1 x 3-1/2” in size) with rounded corners. Die-cut window to be located 3-7/8” from the flap fold and 4-7/8” from left edge of envelope. The 3-1/2” dimension of window is parallel to the 9” dimension of envelope.
- Windows are to be covered with a suitable transparent, low-gloss, poly-type material that must be clear of smudges, lines, and distortions. Poly-type material must be securely affixed to the inside of the envelope so as not to interfere with insertion of contents. Window material must meet the current U.S. Postal Service’s (USPS) readability standard/requirements.

See Exhibit D for face of envelope.

Items 9, 10, and 11 (9 x 11-3/4”): Booklet-style envelope must be open side with gummed fold-over flap for sealing and side seams. Flap depth is 1-3/4” and must be coated with suitable glue that will securely seal the envelope without adhering to contents, not permit resealing of the envelope and permit easy opening by the recipient. Envelopes shall be sufficiently high cut so as to prevent the flap adhesive from coming in contact with the envelope’s contents. The sealed seams shall not adhere to the inside of the envelope. Envelopes shall be free from cuts, folds, tears, machine marks, foreign matter, dirt, ink smears, and adhesive stains.

The face of the envelope to contain two (2) die-cut, covered windows, as follows:

- The “FROM” address window (1-1/2 x 2-3/8” in size) with rounded corners. Die-cut window to be located 2-5/8” from left edge (9” dimension) and 1-1/16” from bottom edge (11-3/4” dimension) of envelope. The 2-3/8” dimension of window is parallel to the 9” dimension of the envelope.
- The “TO” address window (2-1/2 x 4” in size) with rounded corners. Die-cut window to be located 4-1/4” from left edge (9” dimension) of envelope and 3-3/8” from bottom edge (11-3/4” dimension) of envelope. The 4” dimension of window is parallel to the 9” dimension of envelope.
- Windows are to be covered with a suitable transparent, low-gloss, poly-type material that must be clear of smudges, lines, and distortions. Poly-type material must be securely affixed to the inside of the envelope so as not to interfere with insertion of contents. Window material must meet the current U.S. Postal Service’s (USPS) readability standard/requirements.

See Exhibits E1, E2, and E3.

Items 12, 13, and 14 (9 x 11-3/4”): Booklet-style envelope must be open side with a fold-over flap for sealing and side seams. Flap depth is 1-1/4” and must be coated with a full, permanent, pressure-sensitive adhesive (protected by a 1-1/4” tear strip). Envelopes shall be sufficiently high cut so as to prevent the flap’s pressure-sensitive adhesive from coming into to contact with the envelope’s contents. The sealed seams shall not adhere to the inside of the envelope. Envelopes shall be free from cuts, folds, tears, machine marks, foreign matter, dirt, ink smears, and adhesive stains.

PACKING:

Assembled Mail Packages:

Imaged addresses for Items 1, 2, 3, 5, and 15 consist of three (3) barcodes: two postal barcodes and one 3 of 9 barcode.

Package A-1 (Spanish): Image address on bound Item. Insert Item 1 (with Items 4 and 16 bound in center) into Item 9, seal, and mail through the U.S. Postal Service (USPS).

Package A-2 (Spanish): Image address on bound Item 2. Gather Item 2 (with Items 4 and 16 bound in center) and Item 17 (loosely inserted flat between pages 2 and 3 of booklet), insert into Item 10, seal, and mail through the USPS.

Package A-3 (Spanish): Image address on bound Item 3. Gather Item 3 (with Items 4 and 16 bound in center) and Item 18 (loosely inserted flat between pages 2 and 3 of booklet), insert into Item 11, seal, and mail through the USPS.

Package B-1: Image address on Item 5. Gather Items 5, 6, and 23, insert into Item 7, seal, and mail through the USPS.

Package C-1: Image address on Item 5. Gather Items 5, 6, and 24, insert into Item 7, seal, and mail through the USPS.

Package D-1: Image address and text on Item 5. Gather Items 5, 6, and 19, insert into Item 7, seal and mail through the USPS.

Package E-1: Image address and text on Item 15 and insert into Item 7, seal, and mail through the USPS.

Package E-2: Image address and text on Item 15. Gather Items 15 and 17, insert into Item 7, seal, and mail through the USPS.

Package E-3: Image address and text on Item 15. Gather Items 15 and 18, insert into Item 7, seal, and mail through the USPS.

Package F-1: Image address and text on Item 15. Gather Items 15 and 25, insert into Item 7, seal, and mail through the USPS.

Package F-2: Image address and text on Item 15. Gather Items 15 and 26, insert into Item 7, seal, and mail through the USPS.

Package F-3: Image address and text on Item 15. Gather Items 15 and 27, insert into Item 7, seal, and mail through the USPS.

Package G-1: Image address and text on Item 15. Gather Items 15 and 20, insert into Item 7, seal, and mail through the USPS.

Package G-2: Image address and text on Item 15. Gather Items 15 and 21, insert into Item 7, seal, and mail through the USPS.

Package G-3: Image address and text on Item 15. Gather Items 15 and 22, insert into Item 7, seal, and mail through the USPS.

It is the contractor's responsibility to assure that the proper items have been inserted into each outgoing envelope and that only the return and mailing addresses are visible through the windows of the outgoing envelopes, as applicable.

Bulk Freight Shipments:

Contractor must ship the bulk freight shipments to arrive at destinations on or before the date specified in the task list for each individual print order. Inside delivery to specified room number required. (NOTE: See Exhibit B for sample task list.)

Pack in shipping containers not to exceed 45 pounds when fully packed.

Items that are bulk freight shipped f.o.b. destination will be defined in the distribution lists supplied with the print orders.

Unless otherwise specified, approximately 5% of the quantity for each mailed Items 1, 2, 3, 5, 6, and 15 will bulk ship. However, Items 8, 12, 13, and 14 will be entirely bulk shipped.

Bound Items 1, 2, and 3: Each item packs separately in quantities designated per print order. Pack suitable in shipping containers. These items ship only to San Juan, Puerto Rico, and Washington, DC.

Bulk Freight Shipments of:

- Item 5 and Item 15 ship flat.
- Item 6 packs and ships folded (8-1/2 x 5-1/2").
- Items 8, 12, 13, and 14 are packed and identified separately but shipped together to approximately 60 addresses nationwide.

NOTE: With the exception of the specified items above, any balance of items after insertion into packages are to be bulk shipped as specified in the task list for that order.

LABELING AND MARKING (Package and/or Shipping Container Label): For the bulk freight shipments, reproduce shipping container label, fill in appropriate blanks, and attach to shipping containers.

PACKING, LABELING, AND MARKING INSPECTION:

Inspection(s) may be required at the contractor's plant for the purpose of ensuring that the packing, labeling, and marking are being accomplished in accordance with contract and requirements.

A packing, labeling, and marking 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. When an inspection is required, the Government will notify the contractor.

DISTRIBUTION:

- Ship/deliver f.o.b. destination to addresses nationwide, including Puerto Rico – *reimbursable*.
- Mail f.o.b. contractor's city to addresses nationwide, including Puerto Rico.

Inside delivery to specified room number is required.

All mailing shall be at the First Class rate.

The distribution list furnished with the print orders will indicate the quantities and addresses. Items 5, 6, 8, 12, 13, 14, 15, and 16 must ship by the scheduled date to approximately 60 destinations nationwide.

Contractor to ship reimbursable. Contractor is responsible for all shipping costs. All shipments must be made by traceable means with signature required. Contractor will be reimbursed for shipping costs by submitting a properly completed shipping form/receipt will billing invoice for payment. Shipping service must call prior to delivery to ensure that the delivery truck will fit in loading dock and if forklift is required at destination. **NOTE:** Unless otherwise specified, contractor is not to ship via overnight express carriers in order to meet the ship/delivery date. Using an overnight express carrier (without Government authorization) is at contractor's expense.

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

Certificate of Conformance: When using Permit Imprint Mail, the contractor must complete GPO Form 712 – Certificate of Conformance (Rev. 10-15), and the appropriate mailing statement(s) supplied by the USPS. A fillable GPO Form 712 can be found at <http://www.gpo.gov/vendors/sfas.htm>.

Orders which result in mailings of less than 200 pieces or less than 50 pounds will require the contractor to apply the appropriate postage to each mailing. Contractor will be reimbursed for postage by submitting the properly completed Postal Service form (or equivalent) with the invoice for billing.

A single shipment or several shipments totaling 200 pounds or less scheduled for shipment on the same day to a single destination are to be sent by reimbursable parcel post or small parcel carrier, whichever method is most economical to the Government, unless otherwise instructed. However, shipments to APO, FPO, and post office addresses, regardless of total weight of shipment, must be made by reimbursable U.S. Postal Service.

Within two (2) hours of mailing Packages A through G, the contractor shall email the following information: Date mailed/shipped, address of USPS, and number of packages mailed for Packages A through G. Contractor to email to: ASOHS@bls.gov.

Within 24 hours of shipping the balance of Items 1, 2, and 3 (with Item 4), and Items 5 through 16, the contractor shall fax the following information: Date mailed/shipped; shipper name and phone number; delivery address(es); number of shipping containers shipped; tracking numbers; and, description of contents of each container (numbers of assembled packages, etc.). Contractor to email to: ASOHS@bls.gov.

Upon completion of each order, contractor must furnish two (2) samples of each package ordered to: Department of Labor, Postal Square Building, Attn: Elizabeth Rogers, Room 3180, 2 Massachusetts Avenue, NE, Washington, DC 20212-0001.

Upon completion of each order, unless otherwise specified, contractor must destroy all furnished materials (if applicable), extra copies, waste materials, etc.

All expenses incidental to picking up materials, submitting proofs and prior to production samples, and furnishing sample copies must be borne by the contractor.

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

The Government may choose to fax or email the print order and task list.

All proofs must be delivered to and picked up from: Department of Labor, Bureau of Labor Statistics, Attn: Elizabeth Rogers, Room 3180, 2 Massachusetts Avenue, NE, Washington, DC 20212-0001. (Telephone: (202) 691-5098)

Representative sample of Packages A through G will be furnished at the Postaward Conference.

PDF files for each item will be made available by email and/or via SFTP.

All orders will be placed on or around October 1st of each contract year.

The below schedule specifies the approximate amount of time for each phase in the schedule; however, the actual dates for each phase will be provided in the task list furnished with the individual print order. (See Exhibit B for a sample task list.)

- Contractor must submit all required proofs as soon as the contractor deems necessary in order to comply with the shipping schedule.
- Envelope proofs will be withheld no more than approximately two (2) workdays from receipt at BLS until they are made available for pickup by the contractor. (NOTE: The first workday after receipt of proofs at the ordering agency is day one (1) of the hold time.)
- Static form proofs will be withheld no more than approximately nine (9) workdays from receipt at BLS until they are made available for pickup by the contractor. (NOTE: The first workday after receipt of proofs at the ordering agency is day one (1) of the hold time.)
- Contractor to submit prior to production samples of the bulk-shipped envelopes only within approximately six (6) workdays of receipt of "O.K. to print" on envelope proofs.

- BLS to furnish non-production test addresses for prior to production samples of the packages the same workday as approval for static form proofs.
- Contractor to submit prior to production samples for Packages A through G within approximately 18 workdays of receipt of non-production test addresses.
- The Government will approve, conditionally approve, or disapprove the samples within approximately seven (7) workdays of the receipt thereof.
- Contractor must ship the bulk freight shipments within approximately four (4) workdays of receipt of approval of prior to production samples. The bulk freight shipments will ship prior to the mailings.
- BLS will provide the mailing address files at staggered times, and the contractor is to mail the various packages at staggered dates.
 - Contractor must complete the first mailing approximately 14 calendar days after the bulk freight shipments.
 - Contractor must complete the second mailing approximately 22 calendar days after the first mailing.
 - Contractor must complete the third mailing approximately 30 calendar days after the second mailing.
 - Contractor must complete the fourth mailing approximately 30 calendar days after the third mailing.

NOTE: BLS will provide the live address files for the first, third, and fourth mailings no more than five (5) workdays in advance of each of these mailings. BLS will provide the live address file for the second mailing no more than 30 calendar days in advance of the second mailing. The specific dates for which packages mail and when they mail will be specified in the task list. For certain packages, the contractor will be notified that they are to mail on the exact specified date (no earlier than; no later than).

The contractor must notify the U.S. GPO of the date and time the press sheet inspection or packing, labeling, and marking 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, 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 clauses, paragraph 14(e)(1), Inspections and Tests of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)). NOTE: 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

The ship/deliver date indicated on the print order is the date products ordered for shipping f.o.b. destination must be delivered to the specified destinations and the products ordered for mailing f.o.b. contractor's city must be delivered to the USPS.

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, contractors are to report information regarding each order with date of shipment or delivery, as applicable, in accordance with the contract requirements by contacting the Shared Support Services Compliance Section via email at compliance@gpo.gov, via telephone at (202) 512-0520, or via facsimile at (202) 512-1364. Personnel receiving the email, call, or facsimile will be unable to respond to questions of a technical nature or to transfer any inquiries.

WORKLOG: The contractor must prepare a worklog showing the work completed for each mailing period.

Contractor must use the worklog approved by the Government (see “PREAWARD SURVEY – Quality Control/Quality Assurance and Recovery Plan.”)

Contractor must submit the worklog prior to each mailing for each order for approval by BLS. It is the contractor’s responsibility to submit the worklog in time for agency approval and still meet the schedule.

Contractor to email to: rogers.elizabeth@bls.gov.

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) 1.	114
2.	16
(b) 1.	114
2.	16
(c) 1.	15
2.	5

	(1)	(2)
II. (a)	3	70
(b)	1	300
(c)	1	2,750
(d)	1	2,750
(e)	1	7,250
(f)	1	500
(g)	1	50
(h)	2	100
(i)	1	50
(j)	2	100
(k)	1	5,000
(l)	1	75
(m)	11	4,460

III. (a)	14,530
(b)	7,429

IV. 1.	34
2.	7,429

SECTION 4. - SCHEDULE OF PRICES

Bids offered are f.o.b. contractor’s city for all mailed shipments 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) 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 100 will be prorated at the per-100 rate.

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

For saddle-stitched products, a charge will be allowed for each page, whether printed or blank. Unless otherwise specified, no more than three (3) blank pages shall be permitted at the end of the text for saddle-stitched products.

I. PROOFS AND PRIOR TO PRODUCTION SAMPLES:

(a) Digital Color Content Proofs:

- 1. Booklets, Forms, Leaflets, Pamphlets, and Letters..... per trim/page-size unit.....\$_____
- 2. Envelopes.....per envelope.....\$_____

(b) Digital One-Piece Composite Laminated Proofs:

- 1. Booklets, Forms, Leaflets, Pamphlets, and Letters..... per trim/page-size unit.....\$_____
- 2. Envelopes.....per envelope.....\$_____

(c) Prior to Production Samples:

- 1. Booklets, Forms, Leaflets, Pamphlets, and Letters..... per 100 packages.....\$_____
- 2. Bulk-Shipped Envelopes Only..... per 100 envelopes.....\$_____

(Initials)

II. PRINTING, BINDING, AND CONSTRUCTION: Prices offered shall include the cost of all required materials (including all paper stock) and operations necessary for the printing, binding, and construction of the products listed in accordance with these specifications.

NOTE: For items that require folding, folding is to be charged under line item III(a). This does not apply to the folding required in the saddle-stitching process.

	<u>Makeready and/or Setup</u> (1)	<u>Running Per 100 Copies</u> (2)
(a) Items 1, 2, and 3 (Data Collection Booklet (Spanish)): Printing in black and red, including bindingper booklet	\$ _____	\$ _____
(b) Item 4 (Business Return Envelope): Printing in black, including construction.....per envelope	\$ _____	\$ _____
(c) Item 5 (Pre-note Leaflet): Printing in black and red, including bindingper leaflet	\$ _____	\$ _____
(d) Item 6 (OSHA Recordkeeping Form): Printing in black, including binding per form	\$ _____	\$ _____
(e) Item 7 (Outgoing Envelope (IDCF/Pre-note)): Printing in black, including construction.....per envelope	\$ _____	\$ _____
(f) Item 8 (Outgoing Envelope (State)): Printing in black, including construction.....per envelope	\$ _____	\$ _____
(g) Item 9 (Outgoing Envelope for Booklet) Printing in black, including construction.....per envelope	\$ _____	\$ _____
(h) Items 10 and 11 (Outgoing Envelopes NR1/NR2 for Booklet): Printing in black and red, including construction.....per envelope	\$ _____	\$ _____
(i) Item 12 (Outgoing Envelope for Booklet (State)): Printing in black, including construction.....per envelope	\$ _____	\$ _____
(j) Items 13 and 14 (Outgoing Envelopes NR1/NR2 for Booklet): Printing in black and red, including construction.....per envelope	\$ _____	\$ _____
(k) Item 15 (Electronic Data Collection Option Leaflet (IDCF)): Printing in black and red, including binding per leaflet	\$ _____	\$ _____
(l) Item 16 (Internet Pamphlet): Printing face in black and red and back in black, red, and blue, including binding..... per leaflet	\$ _____	\$ _____
(m) Items 17 through 27 (Voluntary/Mandatory Letters): Printing in black, including bindingper letter	\$ _____	\$ _____

(Initials)

III. ADDITIONAL OPERATIONS:

(a) Folding.....per 100 folds.....\$_____

(b) Imaging of addresses, text, and bar codes per 100 packages.....\$_____

IV. PACKING AND DISTRIBUTION: Prices offered must be all-inclusive, as applicable, and must include the cost of all packing; shipping containers; all necessary wrapping and packing materials; all required materials and operations necessary for the mailing of the survey packages including cost of collating and assembling items in proper sequence; insertion of specified items as required into outgoing envelope; all labeling and marking; and, complete distribution in accordance with these specifications.

1. *Bulk Shipments (other than by mail):*

Packing and sealing shipping containers per container.....\$_____

2. *Mailed Shipments:*

Survey packages per 100 packages.....\$_____

LOCATION OF POST OFFICE: All mailing will be made from the _____

Post Office located at Street Address_____

City_____, State_____, Zip Code_____.

INSTRUCTIONS FOR BID SUBMISSION: Fill out “SECTION 4. - SCHEDULE OF PRICES,” initialing or signing each page in the space(s) provided. Submit two copies (original and one exact duplicate) of the “SCHEDULE OF PRICES” with two copies of the GPO Form 910 “BID” form. Do not enter bid prices on GPO Form 910; prices entered in the “SCHEDULE OF PRICES” will prevail.

Bidder _____

(City - State)

By _____
(Signature and title of person authorized to sign this bid)

(Person to be contacted)

(Telephone Number)

Bureau of Labor Statistics
Print Contract Confidentiality and Security Requirements

1. Work under this contract will involve exposure to Bureau of Labor Statistics (BLS) data that were collected by the BLS under a pledge of confidentiality for exclusively statistical purposes. Statistical purposes are defined as the description, estimation, or analysis of the characteristics of groups without identifying the individuals or organizations that comprise such groups, and the development, implementation, or maintenance of methods, procedures, or information resources that support such purposes. The majority of data collected by BLS are provided on a voluntary basis by respondents who have agreed to provide the information for the statistical purpose(s) specified by the BLS. A violation of the confidence that respondents place in the BLS would endanger the ability of the BLS to carry out its duties. Therefore, the contractor and its employees must handle any such data, that they may come into contact with as a result of contract work, in accordance with Section 512 of the Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA) (Title 5 of Public Law 107-347) and other applicable Federal laws. Due to the possible exposure to data protected by law under CIPSEA, the BLS may, in accordance with this contract, designate contractor employees as agents of the BLS. All such agents are subject to the fines and penalties under Section 513 of CIPSEA and any other fines and penalties that apply to the mishandling of confidential information. The “Confidential Information Protection” provisions of CIPSEA appear as Attachment 2 of this contract.
2. For the purposes of this contract, “confidential information” may include any of the following:
 - a. Statutorily protected data. Data or information collected by the BLS, including its agents, under a pledge of confidentiality and/or data protected from public disclosure under CIPSEA, the Wagner-Peyser Act, the Trade Secrets Act, or other Federal laws.
 - b. Respondent identifiable information. Any representation of information that permits the identity of participants in BLS statistical programs to be reasonably inferred by either direct or indirect means. The BLS-specific examples include, but are not limited to: survey sample composition, lists of reporters, names of respondents, and brand names, regardless of the source of such lists or names.
 - c. Restricted access information. Information describing the internal practices of the BLS that should be limited in access to individuals with a need-to-know. BLS-specific examples include, but are not limited to: system security documentation and vulnerability assessments; procurement-sensitive information; systems-specific operating procedures; and, internal reports.
3. In performing work under this contract, the contractor agrees that access to the confidential information will be restricted to authorized persons. For the purposes of this contract, "authorized persons" is defined as: BLS personnel and individuals designated as agents of the BLS who are authorized access to the confidential information for the statistical purposes set out under this contract and who have signed a BLS Agent Agreement (Attachment 3) swearing (or affirming) to comply with CIPSEA and other applicable Federal laws in the handling of BLS confidential information. To the extent practical for the contractor and cost efficient for the Government, the contractor will design its work processes in such a way as to avoid the unnecessary designation of agents by limiting employee exposure to confidential information.

The parties understand and agree to the following:

- a. Authorized persons granted access to confidential information will not make use of the information for any purpose other than to carry out tasks specifically authorized under the contract.
- b. Further, authorized persons will not seek to obtain access to confidential information that is not needed to carry out contract work.

- c. The contractor will promptly furnish to the BLS a list of contractor, or subcontractor, employees who the contractor believes require access to BLS confidential data in order to perform work on the contract. The BLS will consider such persons for designation as agents of the BLS. If the BLS deems it necessary to decline to approve any such employee as an agent, the contractor may furnish the name of another contractor employee to the BLS for consideration.
 - d. The BLS will furnish to the contractor BLS Agent Agreements for all approved agents. The contractor will forward all signed BLS Agent Agreements to the BLS Authorized Representative prior to such agents receiving access to the confidential information.
 - e. The contractor will keep records on current Agent designations and will report such information promptly to the BLS Authorized Representative upon request.
 - f. The contractor will assure that all agents will comply with their obligations under the BLS Agent Agreement and under the contract.
4. Agents shall not be regarded as employees of the United States Government, the Department of Labor, or the BLS for any purpose. The parties further understand and agree to the following:
- a. The contractor shall notify the BLS promptly whenever an agent is no longer associated with the contractor or when an agent no longer requires access to confidential information. The contractor shall notify the BLS immediately whenever an agent's access to confidential data may endanger the confidentiality of data.
 - b. BLS may, without advance notice, discontinue or suspend any BLS Agent Agreement or any agent's access to its information at any time, within its own absolute discretion.
 - c. In the event of such suspension or discontinuance, the employing contractor will propose a contractor employee deemed suitable by the BLS as a replacement agent, where such employee's services are needed to carry out the contractor's responsibilities under this contract.
 - d. No BLS Agent Agreement nor any discontinuance nor suspension thereof, nor any denial of access to information, will result in any payment of any kind nor any legal liability by the BLS, the Department of Labor, or the United States Government.
 - e. Discontinuance of any BLS Agent Agreement will not affect any obligation of the contractor or the designated agent to safeguard confidential data or any intellectual property rights set forth in this contract or in any BLS Agent Agreement.
5. The contractor agrees, in the performance of this contract, to screen employees to use only those employees who have a demonstrated record of honesty, trustworthiness, integrity, and reliability as ascertained by the contractor. All contractor personnel selected to work under this contract shall be subject to any United States Office of Personnel Management (OPM) background investigation(s) deemed appropriate by BLS, including a National Agency Check and Inquiry (NACI) or higher level of investigation. BLS will pay all costs directly related to the background investigation(s). Contractor personnel may be required to complete forms and be fingerprinted for the OPM investigation(s). Such investigation(s) may be conducted at any time during the existence of the contract. If there are questions concerning the suitability (as defined in Title 5, Code of Federal Regulations, Part 731) of an individual following such background investigation(s), notification and an opportunity to respond will be provided to the individual. If the individual is found to be unsuitable, BLS reserves the right to require the contractor to remove and/or replace said individual from his/her duties under the contract. Such removal and/or replacement shall not alter or affect the responsibility of the contractor to meet the performance standards prescribed in this contract. In the absence of a written waiver by contract personnel, the provisions of the Privacy Act (5 U.S.C. 552a) may preclude discussion with the contractor of the details of the background investigation(s) and/or BLS action.

6. All agents will perform activities subject to this contract under the control of the BLS Authorized Representative or any other BLS official that the BLS designates.
7. All agents must agree, in writing, to comply with all provisions of law that affect information acquired by the BLS including, among other laws, the Trade Secrets Act, the Wagner-Peyser Act, and the Privacy Act. They must specifically swear (or affirm) to comply with the provisions of Section 512 of CIPSEA, as set forth in the BLS Agent Agreement attached as Attachment 3. Agents who improperly disclose confidential information may be subject to criminal sanctions.
8. The contractor agrees not to divulge, publish, reproduce, or otherwise disclose, orally or in writing, confidential information, in whole or in part, to any individual other than authorized persons.
9. The contractor and all of its employees shall not release any reports or other outputs (including those oral or written and regardless of format) prepared using confidential information, unless cleared in advance by the BLS Authorized Representative or other official designated by the BLS. Such clearance will be to assure that no such outputs involve the inappropriate release of confidential information. All parties, including contractors and its employees, will be bound by the determination of such BLS official.
10. The contractor agrees to notify the BLS Authorized Representative immediately upon discovering any breach or suspected breach of security or any disclosure of the confidential information. A breach is any opportunity for, or actual instance of, an unauthorized individual accessing confidential information. Examples of breaches may include mailing respondent surveys to an incorrect address, the loss or theft of a computing device, email or fax transmittal of confidential information sent to an unintended recipient, or any unauthorized advance release.
11. The contractor agrees to notify the BLS Authorized Representative immediately upon receipt of any legal, investigatory, or other demand for access to the confidential information in any form.
12. In the case that the contract involves the collection of data from respondents, the contractor agrees to notify the BLS Authorized Representative immediately should any respondent require an agreement be signed prior to providing data to the BLS.
13. The contractor agrees to cooperate with BLS in administering BLS-supplied confidentiality and security trainings to all agents designated under this contract as well as any subcontracts approved by BLS. The contractor agrees to ensure that all agents complete such training within 30 days of being assigned to BLS work and on an annual basis thereafter. The contractor agrees to follow BLS instruction with regard to reporting on training completion and to provide reasonable evidence of training completion to the BLS upon request. The BLS may consider, but is not obligated to accept, alternate approaches to training delivery and reporting that the contractor may propose to meet this requirement.
14. The contractor agrees not to subcontract or transfer any work in the performance of the contract that would involve the exposure or disclosure of any BLS confidential information orally, in writing, or in any other form, in whole or in part, to the subcontractor except as stated in the contractor's original proposal and accepted by BLS. Any further subcontracting or transfer of such work may only be done with the prior written approval of the BLS Authorized Representative. Considerations for approval include, but are not necessarily limited to, whether the use of the subcontractor increases risk to data confidentiality or security, or increases oversight burdens or other costs for the Government.

15. The contractor agrees to include BLS confidentiality and security provisions in all approved subcontracts awarded to carry out work provided for in this contract, that involve the exposure or disclosure of any BLS confidential information orally, in writing, or in any other form, in whole or in part, to the subcontractor or access to such information by the subcontractor. This includes any technical support which may permit direct or indirect access to confidential information. The contractor agrees to consult with the BLS Authorized Representative regarding whether subcontract employees are required to be designated as agents. The contractor agrees to send to the Authorized BLS Representative, a copy of any approved subcontract upon execution. The contractor is responsible for monitoring and ensuring subcontractor compliance with confidentiality and security provisions and for notifying the BLS Authorized Representative of any problems associated with subcontractor compliance.
16. The contractor agrees to comply with Federal policies regarding the secure transmission of confidential information including both electronic and physical data transfers. The contractor shall consult with the BLS Authorized Representative to determine which data transfer methods are acceptable for the various types of confidential information that are involved in contract performance. Confidential electronic data transfer authorized by the COR must utilize encryption technology that meets the standards established by the Federal Information Processing Standards Publication 140-2, "Security Requirements for Cryptographic Modules" (FIPS PUBS 140-2) and any subsequent revisions to those standards. Encrypted email transfers and encrypted portable media are acceptable means of transfer. Encrypted portable media may be delivered by a courier, a BLS employee, or an authorized individual of the recipient, or may be sent via a mail delivery service with tracking capability. In person pickup of an appropriately labeled paper copy by an authorized individual of the recipient is also permitted.
17. Upon termination or completion of the contract, or at an earlier time if required by the BLS Authorized Representative, all source documents or other media provided to the contractor by BLS that contain confidential information and any documents or other media created by the contractor that contain confidential information must be returned to the BLS Authorized Representative, or with the BLS Authorized Representative's permission, be destroyed. The contractor shall certify that unnecessary data processed during the performance of this contract was purged from all data storage components of the contractor's computer facilities. The contractor will retain no output after such time as the contract is completed. If the COR directs the contractor to retain any data, the contractor shall certify that any BLS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures in accordance with the terms of this contract. The contractor's failure to surrender or destroy such materials promptly or the contractor's conversion of such materials to a use not authorized by the contract may be a violation of 18 U.S.C. Section 641.
18. Contractor personnel shall be required to sign any individual agreements governing access to information that are required by other Federal agencies as a result of the disclosure of data to contractor personnel pursuant to this contract.
19. Contractor personnel who have access to pre-release information are prohibited from releasing the data to anyone other than authorized employees of the BLS and authorized agents who require access to such data for the purposes of carrying out their responsibilities under this contract. They shall not gain financially from knowledge of the data. It would be a violation of this contract for contractor personnel to do either of the following:
 - a. Use knowledge of pre-release information to buy or sell stocks, mutual funds, bonds, or futures, or to make or divest themselves of other similar investments.
 - b. Disclose pre-release information to other persons, or advise or make recommendations to other persons based on knowledge of such data.

20. Privacy Act Notification: The contractor may be require to design, develop, or operate system(s) of records on individuals to accomplish an Agency function subject to the Privacy Act of 1974, Public Law 93-579 (5 U.S.C., Section 552a) as amended (the Act), and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties (FAR 52.224-1). The title(s) of the system(s) of records shall be listed on the respective task orders.
21. The contractor agrees to:
- a. Comply with the Act and the agency rules and regulations issued pursuant to the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:
 - (1) the system(s) of records; and
 - (2) the design, development, or operation work that the contractor is to perform.
 - b. Include the Privacy Act provisions contained in this contract in every solicitation and every subcontract, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act.
 - c. Include in all data solicitations requesting information to be placed in a Privacy Act System of Records a Privacy Act notification statement provided by the BLS.
22. Work under this contract will be performed only at approved worksites. The contractor must provide the BLS Authorized Representative with a list of all worksites for approval at the start of work provided for in this contract and subsequent task orders, and must notify the BLS Authorized Representative in writing of any proposed changes (additions or deletions) to the list of worksites. The BLS Authorized Representative shall indicate approval of the worksites in writing. All work provided for under this contract will be performed at those approved locations only. The contractor agrees not to remove electronic media or paper documents containing the confidential information from the approved worksites. Exceptions to this provision shall be permitted only with prior written approval of the BLS Authorized Representative in accordance with BLS confidentiality and security policies.
23. In some cases such as data collection activities, contract work may necessitate handling of confidential data away from secure worksites. Where the BLS Authorized Representative has approved such work arrangements in writing, the contractor agrees to maintain all confidential information in a secure fashion. The contractor shall provide the contract employees with instruction on maintaining the security of all confidential information. Such instruction are subject to the review and approval of the BLS Authorized Representative upon request.
24. BLS reserves the right to review and approve or disapprove all the security safeguards instituted to comply with the requirements of this contract. The contractor agrees to maintain secure worksites within the approved facilities for performance of work under this contract. The confidential information shall be secured in a manner so that it cannot be viewed by, and it is not accessible to, persons who have not been designated as agents of the BLS and who have not signed a BLS Agent Agreement. The contractor agrees to maintain adequate documentation to demonstrate compliance with such requirements. BLS also reserves the right to make unannounced inspections of the contractor's facilities and worksites, as well as the facilities and worksites of any subcontractors involved in contract work, to determine compliance with the requirements. BLS data physically and/or electronically maintained at the contractor's worksites will be sufficiently segregated from any other confidential data the contractor maintains in order to facilitate BLS inspections. No other obligations on the part of the contractor may restrict BLS access to contractor facilities where BLS confidential information is maintained. The contractor may not put forth legal qualifications for, or in any way restrict, BLS access to these systems or facilities for the purpose of determining compliance with contract requirements.

25. The contractor agrees to assign overall responsibility for the security of all source documents and other media used in performing the work provided for in this contract to a specific employee, satisfactory to the BLS, who is designated by the BLS as an agent. The contractor shall provide the BLS Authorized Representative with the name, address, and phone number of this person and any changes thereto.
26. If the contractor fails to comply with the requirements contained in this contract, the contractor shall be deemed to have failed to perform the provision of this contract.

TECHNOLOGY SECURITY REQUIREMENTS:

1. The contractor shall maintain the confidentiality, integrity, and availability of all Bureau of Labor Statistics data and systems and their associated hardware, software, and processing capabilities. The contractor shall develop and implement a security program, and designate an Information Security Officer (ISO) to fulfill all security requirements under this contract. In general, the security program shall include the following activities:
 - a. Maintain the designated level of security compliance.
 - b. Develop, implement, and maintain security policies and procedures for security of facilities, computer system, telecommunication/Internet connectivity, data, personnel, and system administration.
 - c. Enforce security controls on and during the system design, system testing, system implementation, system maintenance, and system disposal.
 - d. Control physical and logical access.
 - e. Correct or mitigate security defects and deficiencies.
 - f. Inform all subcontractors that the subcontractors are also required to meet the security requirements described herein.
 - g. Support Government-sponsored security compliance reviews, security inspections, tests, assessments, audits, and evaluations.
2. Federal Security Requirements: The Federal Information Security Management Act (FISMA) of 2002 tasked the National Institute of Standards and Technology (NIST) with providing minimum security requirements for Federal information and information systems. NIST established the FISMA Implementation Project to produce related security standards and guidelines. Following guidelines in FIPS 199 and NIST Special Publication 800-60, BLS conducted a Security Categorization and mapped BLS information types to the Moderate Security Category. Based on this outcome, the contractor shall implement the respective Moderate Baseline of security controls catalogued in NIST Special Publication 800-53, Annex 2, and the operating system settings recommended by the manufacturers of the commercial off-the-shelf (COTS) products selected for integration into any systems used to store, process, or collect BLS data. These controls shall be subject to assessment and testing guidance provided in NIST Special Publication 800-53A.

In addition to NIST Special Publication 800-53 and NIST Specials Publication 800-53A, the contractor shall ensure that the security of any systems use to store, process, or collect BLS data comply with all applicable information security directives, acts, laws, regulations, standards, and guidelines required. The contractor shall maintain and update a security program to comply with the latest available revisions, amendments, supplements, and/or versions of these Federal security requirements and in the documents they reference. The contractor shall comply with security requirements for both a general support system (GSS) and major application (MA), as defined by OMB A-130, NIST Specials Publication 800-18 and 800-53.

3. Security Requirement Assurance, Security Compliance Reviews, and Security Inspections: The contractor shall provide assurance in the form of evidence and convincing arguments that Federal security policies are being enforced. The contractor shall provide evidence that the set of management, operational, and technical controls that together enforce security are operating as intended within the scope of Federal requirements. Evidence shall be in the form of documentation, interviews, and tests, as appropriate, and shall be provided at the request of the COR.

The Government reserves the right to conduct Confidentiality and Security Compliance Reviews as deemed appropriate to ensure compliance with all security policies and directives. The contractor and all subcontractors shall permit and support the Government's Confidentiality and Security Compliance Reviews. BLS data physically and/or electronically maintained at the contractor's worksites will be sufficiently segregated from any other confidential data the contractor maintains in order to facilitate BLS security inspections. No other obligations on the part of the contractor may restrict BLS access to contractor facilities where BLS confidential information is maintained. The contractor may not put forth legal qualifications for, or in any way restrict, BLS access to these systems or facilities for the purpose of determining compliance with contract requirements.

The contractor shall support security inspections conducted by Government auditors or other Government representatives, as designated by the COR. The contractor shall permit security inspections of its approved worksites, system configuration, and operating environment to ensure a secure operation and protection of Federal information processed by any system or operation supporting BLS data collection or processing.

The Government will have the right at any time to send representatives designated by the COR into the contractor's approved worksites for a security inspection of the facilities, installation, technical capabilities, documentation, records, databases, and operations, including security procedures, provided for the performance of any work under this contract, and the contractor shall cooperate to support such security inspections. On the basis of such security inspections, the COR may require specific measures in cases where the contractor is found to be non-compliant with contract requirements. The contractor shall implement such measures as soon as possible without additional cost to the Government. For Security Compliance Reviews and security inspection, the contractor shall allow Government officials, auditors, or other Government representatives as designated by the COR to review system logs and data files, conduct disclosure and privacy reviews, and review conformance with major information security concerns expressed in this contract. The contractor, contractor's employees, and subcontractor's employees shall respond to all questions and concerns arising from such monitoring and review of work. The contractor shall prepare and submit requested documentation, as needed, and upon request by Government officials, auditors, or other Government representatives. The contractor shall correct defects and deficiencies uncovered and shall permit and support additional reviews as necessary to confirm actions taken to correct defects and deficiencies.

4. Application Security – Commercial Off-the-Shelf Security Software: The contractor may use a combination of commercially available software and custom developed software. The commercially available software shall have been developed by major software vendors, be widely used, and be actively supported by the developer or other third parties. When selecting among competing commercial off-the-shelf (COTS) software products, the contractor shall choose software and versions that are free from known security vulnerabilities. The chosen COTS software shall reflect the standard commercial practice of industry. The contractor shall consult available security checklists or recommendation guides in selecting secure product configurations and parameter settings. The contractor shall follow NIST Special Publication 800-36, *Guide to Selecting Information Technology Security Products* and NIST Special Publication 800-35, *Guide to Information Technology Security Services*.

Any custom developed software shall be developed in compliance with the standards for major application development in NIST Special Publication 800-27, *Engineering Principles for Information Technology Security*. After assembling the COTS and custom software elements of the system, the contractor shall undertake a thorough and methodical search for ways by which the security of the integrated system might be undermined. The Government has the right to perform a similar analysis. The contractor shall remedy any vulnerability found from the contractor's review or the Government's review in a timely manner.

5. Telecommunications: It is critical that security measures be taken to protect any telecommunication links. The contractor shall configure its routers to restrict traffic through the routers to only that needed to perform the work in the contract.

6. **Boundary Protection:** The contractor shall define a logical perimeter of any system involved in the storage, processing, or collection of BLS data, which is roughly those devices and data paths under the contractor's direct control but having interfaces to or being accessible by devices or from data paths not under the contractor's direct control. The contractor shall implement system protections to protect this logical perimeter as a first line of defense against malicious and inappropriate access. The contractor shall follow NIST Special Publication 800-47, *Security Guide for Interconnecting Information Technology Systems*; NIST Special Publication 800-94, *Guide to Intrusion Detection and Prevention Systems*; and related standards.

7. **Security Documentation:** The contractor shall develop and deliver all security documentation as required by NIST Special Publication 800-53 during the Base Period. Contingent upon Government exercise of option periods, the contractor shall update the document during each exercised option period to reflect annual rollover and related system changes, in accordance with the required BLS delivery schedule. The contractor shall update the document in the event of any major system changes, incident reports, newly discovered vulnerabilities, or weakness mitigations. The contractor shall produce additional security documentation in line with NIST Special Publication 800-53 upon request by the COR for no additional cost to the Government.

CONFIDENTIAL INFORMATION PROTECTION AND STATISTICAL EFFICIENCY ACT of 2002
(Title V of Public Law 107-347)

SEC. 501. SHORT TITLE.

This title may be cited as the “Confidential Information Protection and Statistical Efficiency Act of 2002.”

SEC. 502. DEFINITIONS.

As used in this title:

- (1) The term “agency” means any entity that falls within the definition of the term “executive agency” as defined in section 102 of title 31, United States Code, or “agency,” as defined in section 3502 of title 44, United States Code.
- (2) The term “agent” means an individual –
 - (A) (i) who is an employee of a private organization or a researcher affiliated with an institution of higher learning (including a person granted special sworn status by the Bureau of the Census under section 23(c) of title 13, United States Code), and with whom a contract or other agreement is executed, on a temporary basis, by an executive agency to perform exclusively statistical activities under the control and supervision of an officer or employee of that agency;
 - (ii) who is working under the authority of a Government entity with which a contract or other agreement is executed by an executive agency to perform exclusively statistical activities under the control of an officer or employee of that agency;
 - (iii) who is a self-employed researcher, a consultant, a contractor, or an employee of a contractor, and with whom a contract or other agreement is executed by an executive agency to perform a statistical activity under the control of an officer or employee of that agency; or
 - (iv) who is a contractor or an employee of a contractor, and who is engaged by the agency to design or maintain the systems for handling or storage of data received under this title; and
 - (B) who agrees in writing to comply with all provisions of law that affect information acquired by that agency.
- (3) The term “business data” means operating and financial data and information about businesses, tax-exempt organizations, and Government entities.
- (4) The term “identifiable form” means any representation of information that permits the identity of the respondent to whom the information applies to be reasonably inferred by either direct or indirect means.
- (5) The term “nonstatistical purpose” –
 - (A) means the use of data in identifiable form for any purpose that is not a statistical purpose, including any administrative, regulatory, law enforcement, adjudicatory, or other purpose that affects the rights, privileges, or benefits of a particular identifiable respondent; and
 - (B) includes the disclosure under section 552 of title 5, United States Code (popularly known as the Freedom of Information Act) of data that are acquired for exclusively statistical purposes under a pledge of confidentiality.

- (6) The term “respondent” means a person who, or organization that, is requested or required to supply information to an agency, is the subject of information requested or required to be supplied to an agency, or provides that information to an agency.
- (7) The term “statistical activities” –
- (A) means the collection, compilation, processing, or analysis of data for the purpose of describing or making estimates concerning the whole, or relevant groups or components within, the economy, society, or the natural environment; and
 - (B) includes the development of methods or resources that support those activities, such as measurement methods, models, statistical classifications, or sampling frames.
- (8) The term “statistical agency or unit” means an agency or organizational unit of the executive branch whose activities are predominantly the collection, compilation, processing, or analysis of information for statistical purposes.
- (9) The term “statistical purpose” –
- (A) means the description, estimation, or analysis of the characteristics of groups, without identifying the individuals or organizations that comprise such groups; and
 - (B) includes the development, implementation, or maintenance of methods, technical or administrative procedures, or information resources that support the purposes described in subparagraph (A).

SEC. 503. COORDINATION AND OVERSIGHT OF POLICIES.

- (a) In General. – The Director of the Office of Management and Budget shall coordinate and oversee the confidentiality and disclosure policies established by this title. The Director may promulgate rules or provide other guidance to ensure consistent interpretation of this title by the affected agencies.
- (b) Agency Rules.--Subject to subsection (c), agencies may promulgate rules to implement this title. Rules governing disclosures of information that are authorized by this title shall be promulgated by the agency that originally collected the information.
- (c) Review and Approval of Rules.--The Director shall review any rules proposed by an agency pursuant to this title for consistency with the provisions of this title and chapter 35 of title 44, United States Code, and such rules shall be subject to the approval of the Director.
- (d) Reports. –
- (1) The head of each agency shall provide to the Director of the Office of Management and Budget such reports and other information as the Director requests.
 - (2) Each Designated Statistical Agency referred to in section 522 shall report annually to the Director of the Office of Management and Budget, the Committee on Government Reform of the House of Representatives, and the Committee on Governmental Affairs of the Senate on the actions it has taken to implement sections 523 and 524. The report shall include copies of each written agreement entered into pursuant to section 524(a) for the applicable year.
 - (3) The Director of the Office of Management and Budget shall include a summary of reports submitted to the Director under paragraph (2) and actions taken by the Director to advance the purposes of this title in the annual report to the Congress on statistical programs prepared under section 3504(e)(2) of title 44, United States Code.

SEC. 504. EFFECT ON OTHER LAWS.

- (a) Title 44, United States Code. – This title, including amendments made by this title, does not diminish the authority under section 3510 of title 44, United States Code, of the Director of the Office of Management and Budget to direct, and of an agency to make, disclosures that are not inconsistent with any applicable law.
- (b) Title 13 and Title 44, United States Code. – This title, including amendments made by this title, does not diminish the authority of the Bureau of the Census to provide information in accordance with sections 8, 16, 301, and 401 of title 13, United States Code, and section 2108 of title 44, United States Code.
- (c) Title 13, United States Code.--This title, including amendments made by this title, shall not be construed as authorizing the disclosure for nonstatistical purposes of demographic data or information collected by the Census Bureau pursuant to section 9 of title 13, United States Code.
- (d) Various Energy Statutes.--Data or information acquired by the Energy Information Administration under a pledge of confidentiality and designated by the Energy Information Administration to be used for exclusively statistical purposes shall not be disclosed in identifiable form for nonstatistical purposes under –
 - (1) The head of each agency shall provide to the Director of the Office of Management and Budget such reports and other information as the Director requests.
 - (2) Each Designated Statistical Agency referred to in section 522 shall report annually to the Director of the Office of Management and Budget, the Committee on Government Reform of the House of Representatives, and the Committee on Governmental Affairs of the Senate on the actions it has taken to implement sections 523 and 524. The report shall include copies of each written agreement entered into pursuant to section 524(a) for the applicable year.
 - (3) The Director of the Office of Management and Budget shall include a summary of reports submitted to the Director under paragraph (2) and actions taken by the Director to advance the purposes of this title in the annual report to the Congress on statistical programs prepared under section 3504(e)(2) of title 44, United States Code.
 - (1) section 12, 20, or 59 of the Federal Energy Administration Act of 1974 (15 U.S.C. 771, 779, 790h);
 - (2) section 11 of the Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. 796); or
 - (3) section 205 or 407 of the Department of the Energy Organization Act of 1977 (42 U.S.C. 7135, 7177).
- (e) Section 201 of Congressional Budget Act of 1974. – This title, including amendments made by this title, shall not be construed to limit any authorities of the Congressional Budget Office to work (consistent with laws governing the confidentiality of information the disclosure of which would be a violation of law) with databases of Designated Statistical Agencies (as defined in section 522), either separately or, for data that may be shared pursuant to section 524 of this title or other authority, jointly in order to improve the general utility of these databases for the statistical purpose of analyzing pension and health care financing issues.
- (f) Preemption of State Law. – Nothing in this title shall preempt applicable State law regarding the confidentiality of data collected by the States.

- (g) Statutes Regarding False Statements. – Notwithstanding section 512, information collected by an agency for exclusively statistical purposes under a pledge of confidentiality may be provided by the collecting agency to a law enforcement agency for the prosecution of submissions to the collecting agency of false statistical information under statutes that authorize criminal penalties (such as section 221 of title 13, United States Code) or civil penalties for the provision of false statistical information, unless such disclosure or use would otherwise be prohibited under Federal law.
- (h) Construction. – Nothing in this title shall be construed as restricting or diminishing any confidentiality protections or penalties for unauthorized disclosure that otherwise apply to data or information collected for statistical purposes or nonstatistical purposes, including, but not limited to, section 6103 of the Internal Revenue Code of 1986 (26 U.S.C. 6103).
- (i) Authority of Congress. – Nothing in this title shall be construed to affect the authority of the Congress, including its committees, members, or agents, to obtain data or information for a statistical purpose, including for oversight of an agency's statistical activities.

SUBTITLE A – CONFIDENTIAL INFORMATION PROTECTION

SEC. 511. FINDINGS AND PURPOSES.

- (a) Findings. – The Congress finds the following:
 - (1) Individuals, businesses, and other organizations have varying degrees of legal protection when providing information to the agencies for strictly statistical purposes.
 - (2) Pledges of confidentiality by agencies provide assurances to the public that information about individuals or organizations or provided by individuals or organizations for exclusively statistical purposes will be held in confidence and will not be used against such individuals or organizations in any agency action.
 - (3) Protecting the confidentiality interests of individuals or organizations who provide information under a pledge of confidentiality for Federal statistical programs serves both the interests of the public and the needs of society.
 - (4) Declining trust of the public in the protection of information provided under a pledge of confidentiality to the agencies adversely affects both the accuracy and completeness of statistical analyses.
 - (5) Ensuring that information provided under a pledge of confidentiality for statistical purposes receives protection is essential in continuing public cooperation in statistical programs.
- (b) Purposes. – The purposes of this subtitle are the following:
 - (1) To ensure that information supplied by individuals or organizations to an agency for statistical purposes under a pledge of confidentiality is used exclusively for statistical purposes.
 - (2) To ensure that individuals or organizations who supply information under a pledge of confidentiality to agencies for statistical purposes will neither have that information disclosed in identifiable form to anyone not authorized by this title nor have that information used for any purpose other than a statistical purpose.
 - (3) To safeguard the confidentiality of individually identifiable information acquired under a pledge of confidentiality for statistical purposes by controlling access to, and uses made of, such information.

SEC. 512. LIMITATIONS ON USE AND DISCLOSURE OF DATA AND INFORMATION.

- (a) Use of Statistical Data or Information. – Data or information acquired by an agency under a pledge of confidentiality and for exclusively statistical purposes shall be used by officers, employees, or agents of the agency exclusively for statistical purposes.
- (b) Disclosure of Statistical Data or Information. –
- (1) Data or information acquired by an agency under a pledge of confidentiality for exclusively statistical purposes shall not be disclosed by an agency in identifiable form, for any use other than an exclusively statistical purpose, except with the informed consent of the respondent.
 - (2) A disclosure pursuant to paragraph (1) is authorized only when the head of the agency approves such disclosure and the disclosure is not prohibited by any other law.
 - (3) This section does not restrict or diminish any confidentiality protections in law that otherwise apply to data or information acquired by an agency under a pledge of confidentiality for exclusively statistical purposes.
- (c) Rule for Use of Data or Information for Nonstatistical Purposes. – A statistical agency or unit shall clearly distinguish any data or information it collects for nonstatistical purposes (as authorized by law) and provide notice to the public, before the data or information is collected, that the data or information could be used for nonstatistical purposes.
- (d) Designation of Agents. – A statistical agency or unit may designate agents, by contract or by entering into a special agreement containing the provisions required under section 502(2) for treatment as an agent under that section, who may perform exclusively statistical activities, subject to the limitations and penalties described in this title.

SEC. 513. FINES AND PENALTIES.

Whoever, being an officer, employee, or agent of an agency acquiring information for exclusively statistical purposes, having taken and subscribed the oath of office, or having sworn to observe the limitations imposed by section 512, comes into possession of such information by reason of his or her being an officer, employee, or agent and, knowing that the disclosure of the specific information is prohibited under the provisions of this title, willfully discloses the information in any manner to a person or agency not entitled to receive it, shall be guilty of a class E felony and imprisoned for not more than 5 years, or fined not more than \$250,000, or both.

Approved December 17, 2002.

BLS AGENT AGREEMENT

1. I, [Name BLS Designating Official], an authorized official of the Bureau of Labor Statistics (BLS), U.S. Department of Labor, hereby designate [Name of Agent] as a temporary Agent of the BLS, within the meaning of the Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA), Title V of Public Law 107-347 (Attachment 2), to serve in accordance with this Agent Agreement and agreements entered into between the BLS and [Name of Contractor], hereinafter "the Contractor," for BLS-approved statistical activities, and applicable Federal law.
2. I, [Name of Agent], hereby accept the designation as Agent in paragraph 1. I certify that I have read all applicable agreements between the BLS and the Contractor and promise that I will comply with all provisions of this Agency Agreement, all agreements between the BLS and the Contractor, and applicable law. I will assure that my actions or inactions do not cause the Contractor to violate its responsibilities under those agreements. I specifically swear (or affirm) to comply with all provisions of law that affect information acquired by the BLS, including, but not limited to, the Privacy Act, the Trade Secrets Act, the Wagner-Peyser Act, and the CIPSEA, and I understand that my failure to comply with these provisions may subject me to criminal sanctions.
3. We, the parties, understand that the BLS is granting the Agent access to sensitive information only for the purpose of carrying out the Agent's responsibilities under written agreements between the BLS and the contractor. Sensitive information includes confidential respondent identifiable information protected from unauthorized use or disclosure under CIPSEA. Sensitive information may also include confidential pre-release, personally identifiable, and restricted access information. The BLS will grant access only to that sensitive information which is necessary to carry out the Agent's responsibilities under written agreements between the BLS and the contractor. The Agent will not seek or obtain such confidential information for any other purpose. The Agent will return all confidential information to the BLS, at the request of the BLS. The Agent will return this information to the BLS when the Agent is no longer affiliated with the contractor or when the Agent has no further responsibilities under these agreements which require access to such information.
4. I, [Name of Agent], will perform all activities subject to this agreement under the control and supervision of the BLS Contracting Officer Representative or any other BLS official that the BLS designates. I, the Agent, agree to comply with all BLS information policies.
5. We, the parties, understand and agree that the Agent will not be an employee of the United States Government, the Department of Labor, or the BLS for any purpose and will not receive compensation or payment of any kind from the BLS, the Department of Labor, or the Government in connection with the Agent's activities under this agreement or any other agreements between the BLS and the Contractor. Neither this agreement nor any agreement between the BLS and the Contractor provides any right of access to BLS information. The parties also understand and agree that the BLS may decline to give the Agent access to information and/or to terminate this agreement at any time, without notice. The parties agree that neither this agreement, nor any termination thereof will result in any legal liability by the BLS, the Department of Labor, or the Government; however, termination will not affect the Agent's continuing obligation to safeguard all confidential data, and it will not affect any license granted to the Government or any intellectual property rights of the public or the Government pursuant to section 6.
6. I [Name of Agent], understand that I will not acquire any property rights or interests in data accessed, used, or provided as a result of activities performed under this agreement.
7. I [Name of Agent], certify that I am currently an employee of the contractor, and I will notify the BLS if I should no longer be affiliated with the Contractor or of any change of status with the Contractor.

8. I [Name of Agent], fully understand my responsibilities to protect sensitive information from unauthorized disclosure, I will comply with all instructions of BLS with respect to such information and all security requirements and will avoid all improper use of disclosure of confidential information. I will notify the BLS immediately if I become aware of any request or demand for access to sensitive information. I understand that under Section 513 of CIPSEA, the penalty for a knowing and willful disclosure of respondent identifiable information is a class E felony with a fine of not more than \$250,000 or imprisonment for not more than 5 years, or both.

[Name of Agent]
[Agent's Organization]

[Name of BLS Official]
Bureau of Labor Statistics

