TERM:	Date of award through August 31, 2022									
TITLE:	Various Mailers									
	Small Business Administration (SBA)									
	PROGRAM 884-S									
			Advantage M	ailing LLC	BMS Dir	ect Inc	Extend You	r Reach, Inc.	NPC, Ir	nc
		BASIS OF	Anahein		Lynchbu			ng, MI	Claysburg	
ITEM NO	D. DESCRIPTION	AWARD	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST
	TRANSMISSION TEST		ONTROCE	0001	ONTRACT	0001	ONTITUTE	0001		0001
••	Transmission testper test	1	N/C		N/C		N/C		1,000.00	1,000.00
	PROOFS AND PRIOR TO PRODUCTION SAMPLES	I	N/C				N/C		1,000.00	1,000.00
(a)	PDF soft proofsper proof	175	100.00	17,500.00	50.00	8,750.00	N/C		5.00	875.00
(a) (b)	Prior to production samplesper proor	1/3	1,500.00			50.00	N/C		1,000.00	1,000.00
	PRINT, IMAGING, BINDING AND CONSTRUCTION:	1	1,500.00	1,500.00	50.00	50.00	IN/C		1,000.00	1,000.00
III. (a)	Daily makeready/setup charge	250	250.00	62,500.00	150.00	37,500.00	N/C		649.04	162,260.00
(a) (b)	Notices: Printing in one ink color, and imaging in	230	230.00	02,300.00	130.00	37,300.00	N/C		043.04	102,200.00
(0)	black, including bindingper 1,000 pages									
1.	1) Up to and including 500,000 copies	2,955	25.00	73,875.00	25.00	73,875.00	27.00	79,785.00	6.22	18,380.10
		41,229	25.00	1,030,725.00		1,030,725.00	27.00			212,329.35
	2) Over 500,000 copies	41,229	25.00	1,030,725.00	25.00	1,030,725.00	25.00	1,030,725.00	5.15	212,329.30
(c)	Letters: Printing in black ink only, including binding									
	per 1,000 letters	204	10.00	2.040.00		0.050.00	07.00	10,000,00	10.45	4 005 00
	1) Up to and including 500,000 copies	394	10.00	3,940.00	25.00	9,850.00	27.00	10,638.00	12.45	4,905.30
	2) Over 500,000 copies	XXX	N/C		N/C		N/C		N/C	
(d)	CRM Envelopes: Printing in black ink only,									
	including constructionper 1,000 envelopes	4 500	45.00	00 500 00	N//O		0.00	0 100 00	5 70	0.001.00
	1) Up to and including 500,000 copies	1,568	15.00	•	N/C		2.00		5.76	9,031.68
	2) Over 500,000 copies	22,448	15.00	336,720.00	N/C		2.00	44,896.00	5.76	129,300.48
(e)	Mail-out Envelopes: Printing in black ink only,									
	including constructionper 1,000 envelopes									
	1) Up to and including 500,000 copies	1,641	20.00	32,820.00	N/C		2.00	3,282.00	7.57	12,422.37
	2) Over 500,000 copies	22,461	20.00	449,220.00	N/C		2.00	44,922.00	7.57	170,029.77
IV.	PAPER:									
(a)	Notices: White Uncoated Text (50-Ib.); or at									
	contractor's option, White Writing (20-lb.)									
	per 1,000 letters									
	1) Up to and including 500,000 copies	1,641	50.00	82,050.00	15.00	24,615.00	10.20		6.04	9,911.64
(2	2) Over 500,000 copies	22,461	50.00	1,123,050.00	15.00	336,915.00	10.10	226,856.10	6.04	135,664.44
(b)	Letters: White Uncoated Text (50-lb.) or, at									
	contractor's option, White Writing (20-lb.)									
	per 1,000 leaves									
	1) Up to and including 500,000 copies	394	20.00	7,880.00	15.00	5,910.00	9.70	3,821.80	6.04	2,379.76
(2	2) Over 500,000 copies	XXX	N/C		N/C		N/C		N/C	
(c)	CRM Envelopes: White Writing Envelope (24-lb)									
	per 1,000 leaves									
(*	1) Up to and including 500,000 copies	1,568	15.00	23,520.00	15.48	24,272.64	14.10	22,108.80	5.76	9,031.68
(2	2) Over 500,000 copies	22,448	15.00	336,720.00	15.48	347,495.04	14.10	316,516.80	5.76	129,300.48
(d)	Mail-out Envelope: White Writing Envelope (24-lb.)									
	per 1,000 leaves									
	1) Up to and including 500,000 copies	1,641	20.00	32,820.00	19.90	32,655.90	18.60	30,522.60	7.57	12,422.37
(2	2) Over 500,000 copies	22,461	20.00	449,220.00	19.90	446,973.90	18.60	417,774.60	7.57	170,029.77
<b>V</b> .	ADDITIONAL OPERATIONS:									
	Perforationsper 1,000 leaves									
(*	1) Up to and including 500,000 copies	1,542	10.00	15,420.00	N/C		6.00	9,252.00	1.00	1,542.00
(2	2) Over 500,000 copies	22,080	5.00	110,400.00	N/C		6.00	132,480.00	1.00	22,080.00
VI.	ASSEMBLY AND DISTRIBUTION:									
	Inserting into No. 10 Mail-out Envelopeper									
	1,000 mailers									
(*	1) Up to and including 500,000 copies	1,641	20.00	32,820.00	15.00	24,615.00	25.00	41,025.00	26.18	42,961.38
	2) Over 500,000 copies	22,461	20.00		15.00	336,915.00	25.00		15.45	347,022.45
	· · · · · · · · · · · · · · · · · · ·			-		-				-
	CONTRACTOR TOTALS			\$4,695,440.00		\$2,741,117.48		\$2,996,004.90		\$1,603,880.02
	DISCOUNT		0.50%		0%		0%		0.25%	\$4,009.70
	DISCOUNTED TOTALS			\$4,671,962.80	- , •	\$2,741,117.48		\$2,996,004.90		\$1,599,870.32
H		+ +								

#### U.S. GOVERNMENT PUBLISHING OFFICE Washington, DC

#### GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

#### Various Mailers

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

Small Business Administration (SBA) Denver Finance Center

Single Award

**TERM OF CONTRACT:** The term of this contract is for the period beginning Date of Award and ending August 31, 2022, plus up to four (4) optional 12-month extension period(s) that may be added in accordance with the "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in SECTION 1 of this contract.

**BID OPENING:** Bids shall be opened at 11:00 a.m., prevailing Washington, DC Time, on August 13, 2021, at the Government Publishing Office, Washington, DC. (Due to the COVID-19 pandemic, this will NOT be a public bid opening.)

**BID SUBMISSION:** Due to the COVID-19 pandemic, the GPO physical office will NOT be open. Based on this, bidders must submit email bids to bidsapsdc@gpo.gov for this solicitation. No other method of bid submission will be accepted at this time. The program number and bid opening date must be specified in the subject line of the emailed bid submission. *Bids received after 11:00 a.m. on the bid opening date specified above will not be considered for award.* 

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

**BIDDERS, PLEASE NOTE:** These specifications have been revised from the previous solicitation; therefore, all bidders are cautioned to familiarize themselves with all provisions of these specifications before bidding with particular attention to the following items:

QUALITY ASSURANCE LEVELS AND STANDARDS (page 2 of 28) FREQUENCY OF ORDERS (page 11 of 28) CONTRACTOR TO FURNISH (pages 13 and 14 of 28) PRINTING (page 17 of 28) DISTRIBUTION (page 19 of 28) SECTION 3. – DETERMINATION OF AWARD (page 23 of 28)

For information of a technical nature, contact Stacy Bindernagel at <u>sbindernagel@gpo.gov</u> or (202) 512-0307.

#### SECTION 1. – GENERAL TERMS AND CONDITIONS

**GPO CONTRACT TERMS:** Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 01-18)) and GPO Contract Terms, Quality Assurance through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (Rev. 09-19)).

 $GPO \ Contract \ Terms \ (GPO \ Publication \ 310.2) - \underline{https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/contract terms \ 2018.pdf.$ 

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

**SUBCONTRACTING:** Subcontracting is allowed for the manufacturing of envelopes only.

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

Product Quality Levels:

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

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:

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

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

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

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

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

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from Date of Award to August 31, 2022, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

Pricing adjustments in accordance with this clause will be based on changes in the seasonally adjusted "Consumer Price Index For All Urban Consumers – Commodities less Food" (Index) published monthly in the CPI Detailed Report by the U.S. Department of Labor, Bureau of Labor Statistics.

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending three (3) months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending May 31, 2021, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

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

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

- 1. BLS code 0913-01 for Offset and Text will apply to all paper required under this contract.
- 2. The applicable index figures for the month of August 2021 will establish the base index.
- 3. There shall be no price adjustment for the first three production months of the contract.
- 4. Price adjustments may be monthly thereafter, but only if the index varies by an amount (plus or minus) exceeding 5% by comparing the base index to the index for that month which is two months prior to the month being considered for adjustment.
- 5. Beginning with order placement in the fourth month, index variances will be calculated in accordance with the following formula:

X - base index

- x 100 = ---%

base index

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

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

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

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

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

#### SECURITY REQUIREMENTS: Protection of Confidential Information:

- (a) The contractor shall restrict access to all confidential information obtained from the ordering agency in the performance of this contract to those employees and officials who need it to perform the contract. Employees and officials who need access to confidential information for performance of the contract will be determined at the postaward conference between the Contracting Officer and the responsible contractor representative.
- (b) The contractor shall process all confidential information obtained from the ordering agency in the performance of this contract under the immediate supervision and control of authorized personnel and in a manner that will protect the confidentiality of the records in such a way that unauthorized persons cannot retrieve any such records.
- (c) The contractor shall inform all personnel with access to the confidential information obtained from the ordering agency in the performance of this contract of the confidential nature of the information and the safeguards required to protect this information from improper disclosure.
- (d) For knowingly disclosing information in violation of the Privacy Act, the contractor and the contractor employees may be subject to the criminal penalties as set forth in 5 U.S.C Section 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1) to the same extent as employees of the ordering agency.
- (e) The contractor shall assure that each contractor employee with access to confidential information knows the prescribed rules of conduct and that each contractor employee is aware that he/she may be subject to criminal penalties for violations of the Privacy Act.
- (f) All confidential information obtained from the ordering agency for use in the performance of this contract shall be stored, at all times, in an area that is physically safe from unauthorized access.
- (g) All such information shall be handled as confidential and may not be disclosed without the written permission of the ordering agency and/or the Contracting Officer.
- (h) The Government reserves the right to conduct on-site visits to review the contractor's documentation and inhouse procedures for protection of confidential information.

#### **SECURITY WARNING:**

The items produced on this contract contain personally identifiable information (PII).

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

Personally identifiable information is "information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc." (Ref.: OMB Memorandum 07-16.) Other specific examples of PII include, but are not limited to:

- (a) Personal identification numbers, such as Federal employee identification number, passport number, driver's license number, taxpayer identification number, or financial account or credit card number;
- (b) Address information, such as street address or personal email address; and,
- (c) Personal characteristics, including photographic image (especially of face or other distinguishing characteristic), fingerprints, handwriting, or other biometric image or template data (e.g., retina scans, voice signature, facial geometry).

The contractor shall not release or sell, to any person, any data received (including PII) from the Government under the contract; nor shall the contractor use the data/PII for any purpose other than that for which it was provided to the contractor under the terms of the contract.

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

Proper control and handling must be maintained at all times to prevent any information, data, or materials required to produce the products ordered under these specifications from falling into unauthorized hands.

Contractor is cautioned that no Government provided information shall be used for non-Government business. Specifically, no Government information shall be used for the benefit of a third party.

#### **SECURITY PACKAGE:**

*Contractor Personnel Security Clearance* – Unless otherwise specified, all contractor personnel that will be performing on this contract, or in any way, handling PII in conjunction with this contract, shall submit to the ordering agency one (1) fully completed Security Package. The Security Package currently consists of the following items and is subject to change:

- Travel to local USAccess Shared Center to complete finger printing.
- Option Form (OF) 306 Declaration for Federal Employment.
- Electronic Questionnaires for Investigations Processing (e-QIP): <u>https://www.opm.gov/investigations/e-qip-application/.</u>
- SBA Form 1228, Computer Access Clearance/Security Form.
- Statement of Work or Position Description
- Employee's Resume

SBA will complete the following for the Security Package -

- SBA Form 1939, Position Designation Record.
- Sign the filled-in SBA Form 1228.
- Form 2, Requisition for Supplies/Services or Budget Code.
- Contractor e-QIP Checklist.

Except to the extent the SBA grants a contract employee a temporary security clearance, the contractor personnel's Security Package must receive a favorable security background clearance from the SBA's Office of Inspector General (OIG) prior to the personnel reporting to their assigned work site. If SBA receives an unsuitable report on any of contractor's employees (making a contractor employee(s) unsuitable or unfit to perform on this contract) after processing the Security Package, the contractor shall be advised that the individual cannot continue to work or be assigned to work under this contract. The contractor shall immediately remove any such individual from performing any work on this contract.

#### Temporary Security Clearance -

SBA shall have and exercise full and complete control over granting, denying, withholding, or terminating clearance for contractor personnel. The SBA's OIG may, as it deems appropriate, authorize and grant temporary clearance to contractor personnel at the request of the SBA. However, the granting of temporary clearance to any contractor personnel shall not be considered as assurance that full clearance will follow as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude, or bar the withdrawal or termination of any such clearance by the SBA.

SBA shall pay the out-of-pocket cost for security clearances for contractor employees.

Contractor personnel assigned to work on an SBA site will be required to sign a Confidentiality Agreement. Contractor personnel may deal with sensitive, personal, and confidential information in the performance of their duties. Contractor personnel shall not discuss the information they obtain in the course of duty with other individuals (including SBA employees, other contractors, and the public).

For security reasons, work performed pursuant to this contract may not be subcontracted out to another contractor or third-party entity (see "SUBCONTRACTING" specified herein).

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

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

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

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Additionally, the preaward survey will include a review of the contractor's backup facility, security control, and disposal of waste plans as required by this specification (see "PREAWARD PRODUCTION PLANS").

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

**PREAWARD PRODUCTION PLANS:** As part of the preaward survey, 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 for each of the below activities. If the Government requests additional information after review of the production plans, the contractor must submit updated plans within two (2) workdays of request.

Five (5) additional workdays will be permitted to provide the Security Package as required. The contractor, at SBA's discretion, may be granted three (3) additional workdays if additional information is required for the Security Package. The workday after notification to submit will be the first day of the schedule.

*Option Years:* For each option year that may be exercised, the contractor will be required to review their plans and re-submit in writing the below plans detailing any changes and/or revisions that may have occurred. The revised plans are subject to Government approval and must be submitted to the Contracting Officer or his/her representative within five (5) workdays of notification of the option year being exercised.

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

## These proposed plans are subject to review and approval by the Government, and award will not be made prior to approval of same. The Government reserves the right to waive some or all of these plans.

**Backup Facility** – The failure to deliver these notices in a timely manner would have an impact on the daily operations of SBA. Therefore, if for any reason(s) (act of God, labor disagreements, national emergencies, pandemics, etc.), the contractor is unable to perform at said location for a period longer than 24 hours, the contractor must have a backup facility with the capability of producing the notices. The contractor must operate the backup facility.

NOTE: The backup facility must be in excess of a 50-mile radius of the prime facility.

Plans for their contingency production must be prepared and submitted to the Contracting Officer as part of the preaward survey. These plans must include the location of the facility to be used, equipment available at the facility, security plans at the facility, and a timetable for the start of production at that facility.

Part of the plans must also include the transportation of Government materials from one facility to another. The contractor must produce items from a test file at the new facility for verification of software prior to producing notices at this facility.

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

**Security Plan** – The contractor shall maintain, in operation, an effective security system where items by these specifications containing PII are produced and/or stored (awaiting distribution or disposal) to assure against theft and/or the product falling into unauthorized hands.

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

The Security Control Plans shall provide in detail, at a minimum:

- How all accountable materials containing PII will be handled throughout all phases of production.
- How the disposal of waste materials containing PII will be handled (see "Disposal of Waste Materials" specified herein).
- How all applicable Government-mandated security/privacy/rules and regulations, as cited in this contract, shall be adhered to by the contractor and/or subcontractor(s).

**Disposal of Waste Materials** – The contractor is required to demonstrate how all waste materials used in the production of sensitive records containing PII will be definitively destroyed (i.e., burning, pulping, shredding, macerating, or other suitable similar means). Electronic records containing PII 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. *Sensitive* records are records that are exempted from disclosure by statue, including the Privacy Act or regulation. <u>Contractor required to show proof of disposal</u>.

NOTE: Disposal of waste materials is a predominant production function and cannot be subcontracted.

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

**ASSIGNMENT OF JACKETS, PURCHASE, TASK, 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 daily task order for each job placed with the contractor. A print order will be issued biweekly and will indicate the quantity that was produced during the previous two weeks and any other information pertinent to the particular order.

**ORDERING:** Items to be furnished under the contract shall be ordered by the issuance of bi-weekly print orders supplemented by daily electronic task orders by the Government. Orders may be issued under the contract from Date of Award through August 31, 2022 plus for such additional period(s) as the contract is extended. All print orders and task orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order or task order.

Task orders will be "issued" daily for the purpose of the contract and shall detail the daily volume of notices required. A print order shall be "issued" for billing purposes, will be issued bi-weekly, and will cover all daily task orders issued during the previous two weeks. A task order or print order shall be issued upon notification by the Government for purposes of the contract when it is electronically transmitted or otherwise physically furnished to the contractor in conformance with the schedule.

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

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

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

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

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

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

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

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

#### PRIVACY ACT

(a) The contractor agrees:

- to comply with the Privacy Act of 1974 and the rules and regulations issued pursuant to the Act in the design, development, or operation of any system of records on individuals in order to accomplish an agency function when the contract specifically identifies (i) the system or systems of records and (ii) the work to be performed by the contractor in terms of any one or combination of the following: (A) design, (B) development, or (C) operation;
- (2) to include the solicitation notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation when the statement of work in the proposed subcontract requires the design, development, or operation of a system of records on individuals to accomplish an agency function; and
- (3) to include this clause, including this paragraph (3), in all subcontracts awarded pursuant to this contract which require the design, development, or operation of such a system of records.
- (b) In the event of violations of the Act, a civil action may be brought against the agency involved where the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency where the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act when the contract is for the operation of a system of records on individuals to accomplish an agency function, the contractor and any employee of the contractor is considered to be an employee of the agency.

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

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

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

**PAYMENT:** Prior to submitting a billing invoice to GPO for payment, the contractor must submit an itemized billing invoice (along with all supporting documentation) to the ordering agency for verification, approval, and signature. After agency verification/approval, the contractor must submit the signed billing invoice and the print order to the U.S. Government Publishing Office. (Agency contact information to be provided after award.)

# NOTE: Print orders for live production and distribution of mailers will be issued bi-weekly. Contractor can submit billing invoice on a bi-weekly basis. Contractor cannot submit a billing invoice prior to receiving the bi-weekly print order for the previous two weeks' production.

Submitting invoices for payment via the GPO fax gateway (if no samples are required) utilizing the GPO barcode coversheet program application is the most efficient method of receiving payment. Instruction for using this method can be found at the following web address:

 $\underline{http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html}.$ 

Invoices may also be mailed to: U.S. Government Publishing Office, Office of Financial Management, Attn: Comptroller, Stop: FMCE, Washington, DC 20401. For more information about the billing process, refer to the General Information of the Office of Finance web page located at: <u>https://www.gpo.gov/how-to-work-with-us/agency/billing-and-payment</u>.

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

#### **SECTION 2. – SPECIFICATIONS**

**SCOPE:** These specifications cover the production of various types of mailer packages consisting of notices, letters, courtesy return mail (CRM) envelopes, and mail-out envelopes requiring such operations as electronic prepress, printing, variable imaging, binding, construction, assembly, and distribution.

**TITLE:** Various Mailers.

**OVERVIEW:** The Small Business Administration was established to provide support and assistance to small businesses. The SBA, Denver Finance Center, has a need for print and mail services in support of its loan programs. This contract is for high-volume, payment notifications to borrowers and lenders, yearly IRS reporting, and miscellaneous mailings. Mailing addresses are on a nationwide basis (including U.S. Territories located in the Western Pacific Islands, Puerto Rico, and the Virgin Islands). Mailings may include occasional communications to foreign locations.

During times of "declared" disasters (natural disaster, pandemic, national emergency, etc.), the volume of lending activity is unpredictable. Due to the high variability and unpredictability of lending activity resulting from declared disasters, the workload demands may vary widely. Due to the current global pandemic, many loans were deferred. These deferments are scheduled to end in various months of 2022. However, there is no way to determine if any of the deferments scheduled to end in 2022 will be granted another extension.

There may be years with no declared disasters.

#### **FREQUENCY OF ORDERS:**

Task orders will be issued daily.

Print orders will be issued bi-weekly and will indicate the total number of task orders placed and total number of mailers produced during the previous two weeks. The print order will also indicate any other information pertinent to the particular task orders.

A separate print order will be issued for the transmission test and for proofs and prior to production samples. NOTE: The transmission test, proofs, and prior to production samples may occur (using "dummy" data) while the security clearances/background checks are being completed.

Live production/distribution of mailers is anticipated to begin in mid-October/early November for the first contract year. Live production and distribution will begin in September for any option year exercised. *NOTE: Contractor must have completed all setup/programming required prior to the transmission test and the start of live production.* 

Below is an anticipated transmission schedule. Delays and changes to the schedule may occur. Contractor must be prepared to receive files 24/7/365.

- 1201 Notice to Borrowers Mailer: Daily transmissions.
- 1201 Late Notices: Weekly transmissions (typically, files are transmitted on Mondays; however, there may be weeks when the files are transmitted on a day other than Monday).
- 1544 Notices (Messages): Daily transmissions.
- 1078 Notices: Monthly transmissions (files are not always transmitted on the same day each month).
- IRS Forms 1098, 1099-Misc and 1099-C: Annual transmissions (January files may or may not transmit on the same day).
- SBA Miscellaneous Mailings: As needed (based on historical data, this mailing usually occurs one or two times per year). NOTE: All orders for these mailings will adhere to the requirements specified herein.

#### **QUANTITY:**

The specified quantities in the daily task orders are estimates only and based on current and historical data. Exact quantities will be determined by the contractor from the furnished data. The Government reserves the right to increase or decrease by up to 25% the total number of mailers ordered annually.

During times of declared disasters, the volume of lending activity is unpredictable. Due to the current global pandemic, the contractor is put on notice that the estimated amounts of work anticipated on this contract may be significantly impacted during the first period of performance. In the option years, if exercised, the Government anticipates that the quantities required will be on the lower end of the quantity ranges specified below. There may be contract years when there is no declared disaster(s).

Mailer	Approximate Quantity
1201 Notices to Borrowers	10,000 to 4,500,000 copies/month
1201 Late Notices 1544 Notices (Messages)	1 to 90,000 copies/month 250 to 900,000 copies/month
1078 Notices	1,000 to 2,500 copies/month
IRS Forms 1098	50,000 copies/year
IRS Forms 1099-Misc	500 copies/year
IRS Forms 1099C	3,000 copies/year
SBA Miscellaneous	2,500 copies/year

For the purpose of this contract, the term "records" is referring to the number of individual mailers (or copies) required. Up to approximately 1,500,000 records may be issued per week (i.e., up to 1,500,000 total mailers may be ordered per week). However, only one file (containing all the records) will be issued per day.

There may be days on which no file (containing records) is furnished.

NOTE: For the 1201 Late Notices, the contractor must save each Late Notice as a PDF file to the contractor-hosted SFTP site at the same time of printing.

#### NUMBER OF PAGES:

Notices: One leaf (face only or face and back). Letters: One leaf (face and back). CRM Envelopes: Face and back (after construction). Mail-out Envelopes: Face and back (after construction).

#### **TRIM SIZES:**

Notices: 8-1/2 x 11". Letters: 8-1/2 x 11". CRM Envelopes: 3-7/8 x 8-7/8 (No. 9), plus flap. Mail-out Envelopes: 4-1/8 x 9-1/2" (No. 10), plus flap.

#### GOVERNMENT TO FURNISH: Electronic media will be furnished as follows -

Static Information (Notices, Letters, CRM, and Mail-out Envelopes) -

Storage Media: Contractor-hosted Secure File Transfer Protocol (SFTP).

Software:	Files furnished are created in Microsoft Word or Adobe Acrobat DC (current or near-current versions).
	All platform system and software upgrades (for specified applications) that may occur during the term of the contract must be supported by the contractor.
Fonts: Additional	Printer and screen fonts will NOT be furnished/embedded in the files (see "ELECTRONIC PREPRESS").
	Files will be furnished in native application and/or PDF format. All illustrations, line art, and graphics will be included in electronic files.

*Variable Data (Notices/Letters):* Daily transmissions are transmitted electronically via contractor-hosted SFTP. Transmissions will occur between 6:00 p.m. and 6:00 a.m., Eastern Standard Time (EST). Agency will furnish a batch file (as a text file; see "EXHIBITS") per day containing all the variable data for the printing of that notice (see "CONTRACTOR TO FURNISH").

*Distribution:* ASCII data files will be transmitted electronically via contractor-hosted SFTP. Distribution files will be sent daily. Separate files with distribution records will be sent for each type of mailer.

Hard copy samples of each mailer will be furnished.

A pre-established payment matrix will be furnished as a Microsoft Excel file via contractor-hosted SFTP site prior to the start of each month's agency billing cycle.

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

**EXHIBITS:** The facsimiles of samples pages shown as Exhibits A through M 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.

Exhibit A: Historical Data of Monthly Volumes (for the first contract (base year) only.

- Exhibit B: 1201 Late/1544 Print Specifications
- Exhibit C: 1098 Print Specifications
- Exhibit D: 1099-Misc Print Specifications
- Exhibit E: 1099C Print Specifications
- Exhibit F: 1201 Late Layout with Position Numbers
- Exhibit G: 1078 Layout
- Exhibit H: 1098 Layout with Position Numbers
- Exhibit I: 1099-Misc Layout with Position Numbers
- Exhibit J: 1099C Layout with Position Numbers
- Exhibit K: CRM Envelope Layout
- Exhibit L: Mail-out Envelope Layout
- Exhibit M: IMB Reporting

**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 be able to upload and accept files electronically via a contractor-hosted SFTP server. Appropriate log-on instructions and protocol must be provided at time of award. The contractor must provide necessary security for the SFTP, which at a minimum, must have a unique user ID and password.

All files will be electronically transmitted to the contractor and contain a complete record for each notice with the variable data included with each notice. Any programming or other format changes that are needed due to the contractor's method of production will be the full responsibility of the contractor and must be completed prior to the transmission test and the start of live production (anticipated in mid-October/early November). Any alteration of the notice content in the file is not permitted. The contractor must not merge file dates and mailers (if applicable) during processing, printing/imaging, and mailing.

**PRODUCTION MEETINGS:** A monthly meeting between SBA and the contractor will be held to review and resolve any issues.

The contractor will be responsible for preparing a meeting agenda to be provided to SBA prior each monthly meeting. The contractor will be responsible for taking meeting notes during the meeting to be provided to SBA after each monthly meeting.

The monthly meeting will be established and hosted by SBA. At the Government's option, the production meetings may be held via teleconference.

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

NOTE: At some point during the term of the contract, monthly meetings may no longer needed and will only be required on an as-needed basis.

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

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

*Fonts:* Fonts will not be furnished or embedded in the furnished electronic files. The contractor is responsible for furnishing all fonts. Contractor to match fonts in the furnished electronic file.

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.

#### TRANSMISSION TEST:

After award but prior to receiving transmission of live production data files, the contractor will be required to perform a transmission test. The Government will determine the date and time of the test. It is anticipated that this test will occur on a workday.

The contractor will be required to receive within one (1) workday up to approximately 100 records for the 1201 mailer notices. These records (consisting of "dummy" data) will be sent concurrently, and the contractor will need to demonstrate their ability to receive them simultaneously. Files will be furnished via the contractor-hosted SFTP site. NOTE: The transmission test is for the notice only. Letters and envelopes will not be required.

The contractor will be required to perform a record count verification within one (1) workday after the complete transmission of all test files.

The contractor will be required to copy the files to their own system and provide the Government with the exact counts received (broken down by mailer type) before proceeding with any other production.

The Government will provide verification within one (1) workday of receipt thereof.

#### **PROOFS:**

**1201** Notices Only: Proofs will be ordered once at the beginning of the contract and anytime there is a change in format/text to the notices.

One (1) press quality Adobe Acrobat (most current version) PDF soft proof (for content only – showing all elements) using the same Raster Image Processor (RIP) that will be used to produce the final printed product. PDF proof will be evaluated for text flow, image position, and color breaks. Proof will not be used for color match.

The contractor will be required to furnish one (1) PDF soft proof (as specified above) for up to approximately 100 different records (names). The PDF soft proof will contain both static and variable data. The ordering agency will provide "dummy" variable data.

*All IRS Mailer Notices (Notices Only - When Ordered):* One (1) press quality Adobe Acrobat (most current version) PDF soft proof (for content only – showing all elements) using the same Raster Image Processor (RIP) that will be used to produce the final printed product. PDF proof will be evaluated for text flow, image position, and color breaks. Proof will not be used for color match.

The contractor will be required to furnish one (1) PDF soft proof (as specified above) for up to approximately 25 different records (names) for each IRS mailer (1098, 1099-Misc, and 1099C) (for a total of up to approximately 75 PDF soft proofs). The PDF soft proof will contain both static and variable data. The ordering agency will provide "dummy" variable data.

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

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

## **PRIOR TO PRODUCTION SAMPLES (1201 Notice Only):** Prior to production samples of the 1201 Notices will be ordered once at the beginning of the contract and anytime that a change is made to the notice.

Prior to the commencement of production of the contract production quantity of the 1201 Notices, the contractor shall submit not less than 100 total samples of the notice only (letter and envelopes not required). The container and accompanying documentation shall be marked "PREPRODUCTION SAMPLES" and shall include the GPO jacket, purchase order, and program numbers.

The notices shall be printed and bound (including perforation) as specified and must be of the size, kind, and quality that the contractor will furnish. All items must be printed on the required stock/paper as specified herein.

Notice samples will be tested on high-speed scanners.

Contractor to submit samples as follows:

- 50 samples to: SBA, P.O. Box 3918, Portland, OR 97208-3918
- 50 samples to: SBA, P.O. Box 29140, Honolulu, HI 96820-1540

Various Mailers 884-S (R-1) (08/22)

NOTE: On same day of delivery of the prior to production samples, the contractor must furnish a PDF sample file of each of the samples via the contractor-hosted SFTP site.

Contractor must submit the samples within two (2) workdays of receipt of "O.K. to Print" on proofs.

The Government will approve, conditionally approve, or disapprove the samples within three (3) workdays of the receipt thereof. Approval or conditional approval shall not relieve the contractor from complying with the specifications and all other terms and conditions of the contract. A conditional approval shall state any further action required by the contractor. A notice of disapproval shall state the reasons therefore.

If the samples are disapproved by the Government, the Government, at its option, may require the contractor to submit additional samples for inspection 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 any additional samples required.

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

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

Manufacture of the final product prior to approval of the sample submitted is at the contractor's risk. Samples will not be returned to the contractor. All costs, including the costs of all samples, shall be charged in accordance with the applicable pricing line item in the "SCHEDULE OF PRICES."

**STOCK/PAPER:** The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 13" dated September 2019.

Government Paper Specification Standards No. 13 - <u>https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/vol\_13.pdf</u>.

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

*Notice and Letters* – White Uncoated Text, basis weight: 50 lbs. per 500 sheets, 25 x 38", equal to JCP Code A60; or, at contractor's option, White Writing, basis weight: 20 lbs. per 500 sheets, 17 x 22", equal to JCP Code D10.

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

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

## **PRINTING AND VARIABLE IMAGING:** At contractor's option, product may be produced via conventional offset or digital printing provided that Quality Level IV standards are maintained. Final output must be a minimum of 150-line screen.

## NOTE: All IRS forms (1098, 1099-Misc, and 1099-C) must be printed and imaged in accordance with IRS specifications which can be found at: <u>www.irs.gov</u> and IRS Publication No. 1179.

*Notices* – Print face only or face and back, head-to-head, as required, in black and or in an ink color other than black. Printing consists of text and line matter and agency logo. Variable image on the face or back, as required, in black. Variable imaging consists of text and line matter (e.g., name, address, OCR-B scanline/barcode, loan number, dollar amount, due date, last payment date, etc.). Match Pantone number as indicated on the print order.

The variable addresses for Puerto Rico will be provided in Spanish and are to print in Spanish. However, the static text matter in the notices will be in English.

The scan line placement is specific and must be consistently placed on each notice to meet lockbox processing requirements. The contractor shall ensure scan line quality control (OCR-B required).

*Letters* – Print face and back in black ink only. Printing consists of text and line matter. (There is no imaging of variable data on the letters.) NOTE: There are two different versions of the letter, but when required, only one letter will be inserted into the mailer. The furnished files will indicate which letter is required.

CRM Envelopes - Print face and back (after construction) in black ink only. Printing consists of text and line matter.

Face of envelopes to be in COURTESY REPLY FORMAT. Print Facing Identification Marks (FIM) and Intelligent Mail Barcodes (IMB) using the furnished files provided. Contractor is responsible for placing the FIM and IMB on the mailing piece according to the current U.S. Postal Service Domestic Mail Manual.

All CRM envelopes will have a mailing address for one of two different lockboxes that are assigned to each specific loan number (refer to furnished sample).

NOTE: Contractor is responsible for creating the IMB for the CRM envelopes.

*Mail-out Envelopes* – Print face and back (after construction) in black ink only. Printing consists of text and line matter.

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. The envelope shall accept printing without feathering or penetrating to the reverse side.

Mail-out envelopes require a security tint (lining is acceptable) printed on the inside (back – before manufacture) in black ink. Contractor may use their own design but must guarantee that the product will ensure complete opacity and prevent show through of any material contained therein.

*CRM and Mail-out Envelopes:* The Government reserves the right to make changes to the format/text of the envelopes at any time during the term of the contract. Notification of a proposed change will be given with sufficient time to the contractor to allow for the change. Therefore, the contractor should not preprint or maintain more than a 90-day surplus/inventory of either of the envelopes required on this contract (not to exceed 150,000 each). The Government shall not be required to purchase from the contractor the surplus/inventory of any envelope remaining on hand in excess of what was authorized when an envelope format/text change is implemented.

Various Mailers 884-S (R-1) (08/22)

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

BINDING (Letters and Notices): Each leaf trims four sides.

Some notices will require a horizontal perforation (slit or slot, with or without ink) across the entire 8-1/2" dimension, approximately 3-5/8" from the bottom of the notice. The perforated stub is part of the notice itself and will be electronically transmitted with the furnished files. When a perforation is required, the fold must fold on the perforation.

#### **CONSTRUCTION (Envelopes):**

*CRM Envelopes* – Envelope must be open side, with gummed, fold-over flap for sealing and contain side seams. Flap depth is at the contractor's option but must meet all USPS requirements. Flap must be coated with suitable remoistenable glue that will securely seal the return envelope for mailing. Adhesive must not adhere to the contents of the envelope.

*Mail-out Envelopes* – Envelope must be open side, with gummed, fold-over flap for sealing and contain side seams. Flap depth is at the contractor's option but must meet USPS standards. Flap must be coated with a suitable remoistenable glue that will securely seal the envelope without adhering to contents, not permit resealing of the envelope, and permit easy opening by the recipient.

Face of envelope to contain one die-cut, mailing address window (approximately  $1-1/2 \ge 4-1/2$ " in size) with slightly rounded corners. Window is located approximately 7/8" from left edge of envelope and approximately 1/2" from bottom edge of envelope. NOTE: Size and location of mailing address window can be adjusted; however, the window must align with the location of the mailing address on the letter and only allow visibility of the mailing address on the letter through the mailing address window when folded and inserted into the mail-out 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. Poly-type material must meet the current U.S. Postal Service's (USPS) readability standards/requirements.

#### **ASSEMBLY:**

*All Mailers* – Letter-fold the notice with mailing address out and insert into the mail-out envelope with recipient's name and address facing out for visibility through mail-out envelope window.

Some notice mailers will require a letter. If required, gather the notice first with the letter behind the notice, letter-fold nested together with mailing address on notice out, and insert into the mail-out envelope with recipient's name and address on the notice facing out for visibility through mail-out envelope window.

If required, insert the CRM envelope behind the folded notice or folded notice/letter.

It is the contractor's responsibility to assure that only the computer-generated address on the notice will be visible through the mailing address window in the mail-out envelope and that only one notice and one copy the letter and/or one CRM envelope (as applicable) are inserted into each mail-out envelope.

Seal all mail-out envelopes.

#### Various Mailers 884-S (R-1) (08/22)

**DISTRIBUTION:** Mail f.o.b. contractor's city each individual mailer to both domestic (nationwide, including Alaska, Hawaii, American Territories, and APO/FPO) and foreign addresses. Contractor is responsible for all costs associated with transporting the mailers to the USPS.

All mailing must be made at the First Class rate - *reimbursable*.

Contractor is to apply the appropriate postage to each mailer. Contractor will be reimbursed for all postage charges upon receipt of postal receipts/documentation with contractor's billing invoice. *NOTE: The cost of postage may be significantly greater than the cost to produce the products.* 

Contractor is required to sort/process the mail pieces as necessary in order to obtain the maximum postage discount(s) allowed by the USPS, in accordance with the appropriate USPS rules and regulations, in effect at time of mailing.

Contractor shall use such services as Alternate Change Services (ACS) to reduce postage costs for returned mail when possible.

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

*Coding Accuracy Support System (CASS) and Intelligent Mail Barcode (IMB)* – Contractor is required to process the address files through CASS for address accuracy. If an address fails CASS, the contractor is required to correct the address prior to printing/imaging. An exception indicator may be included in the daily files sent to the contractor. An exception indicator will indicate that no change to a specific address is to be made after the file is processed against the CASS database. The contractor shall have the capability to insert address codes from CASS into a specified barcode format at the top of each address printed on the notices.

Contractor to provide the pre-CASS addresses (furnished files) along with their post-CASS addresses and the contractor-created IMB associated with each address. This information is to be provided in an Excel file via the contractor-hosted SFTP site. (Sample of file layout to be provided after award upon contractor's request.)

Within 30 calendar days of receipt of each file transmission, contractor must delete/scrub all data from their system.

All expenses incidental to picking up and returning furnished material (if applicable), 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 daily electronic task order or print order (GPO Form 2511), as applicable.

Print orders, task orders, and furnished materials will be furnished via contractor-hosted SFTP.

When required, the furnished material must be picked up from and delivered to: SBA, 721 19<sup>th</sup> Street, Denver, CO 80202.

When required, PDF soft proofs must be furnished via the contractor-hosted SFTP site.

Postaward conference to take place within five (5) workdays of notification of award.

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

#### Transmission Test Schedule -

• The contractor will be required to receive up to approximately100 records for the 1201 mailer notices within one (1) workday. (NOTE: These records will be sent simultaneously.)

- The contractor will be required to perform a record count verification within one (1) workday of receipt of complete transmission of all notice test files and furnish the Government with the exact counts.
- The Government will provide verification within one (1) workday of receipt thereof.

#### Proof and Prior to Production Sample Schedule (1201 Notices Only) -

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

- When ordered, contractor must submit proofs within two (2) workdays of receipt of notification of the availability of print order and furnished material.
- Proofs will be withheld no more than three (3) workdays from their receipt at the ordering agency until changes/corrections/"O.K. to Print" are furnished via the contractor-hosted SFTP site. (The first workday after receipt of proofs at the ordering agency is day one of the hold time.)
- When ordered, contractor must submit the prior to production samples within two (2) workdays of receipt of "O.K. to Print" on proofs.
- The Government will approve, conditionally approve, or disapprove the samples within three (3) workdays of the receipt thereof.

#### **Production Schedule** –

**Workday** – The term "workday" is defined as Monday through Friday each week, exclusive of the days on which Federal Government holidays are observed. Also excluded are those days on which the Government Publishing Office is not open for the transaction of business, such days of national mourning, hazardous weather, etc.

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

For all mailer types, the ordering agency will issue daily task orders and bi-weekly print orders for all file transmissions/production during the previous two weeks. Transmissions will occur between 6:00 p.m. and 6:00 a.m., EST, each calendar day. If not received by 6:00 a.m., contractor to notify the Denver Finance Center immediately (contact information to be provided after award).

The following schedules begin upon receipt of file transmission.

#### IRS Forms 1098, 1099-Misc, and 1099-C Mailers –

- When ordered, contractor must submit proofs within one (1) workday of receipt of complete transmission of files.
- Proofs will be withheld no more than three (3) workdays from their receipt at the ordering agency until they are made available for pickup. (The first workday after receipt of proofs at the ordering agency is day one of the hold time.)
- Up to and including 200,000 Mailers Per Day Complete production and mailing must be made within one
   (1) workday (by close of business) of receipt of "O.K. to Print" on proofs.

• Over 200,000 Mailers Per Day – Complete production and mailing must be made within two (2) workdays (by close of business) of receipt of "O.K. to Print" on proofs.

#### Balance of Mailer Types –

- Up to and including 200,000 Mailers Per Day Complete production and mailing must be made within one

   workday (by close of business) of receipt of complete transmission of files. (NOTE: If files are
   transmitted on a Saturday or Sunday, complete production and mailing must be made by close of business the
   following Monday. If files are transmitted on a Federal holiday, complete production and mailing must be
   made by close of business the following workday.)
- Over 200,000 Mailers Per Day Complete production and mailing must be made within two (2) workdays (by close of business) of receipt of complete transmission. (NOTE: If files are transmitted on a Saturday or Sunday, complete production and mailing must be made by close of business the following Tuesday. If files are transmitted on a Federal holiday, complete production and mailing must be made within two (2) workdays (close of business) of receipt of complete transmission on the Federal holiday.)

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

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

For compliance reporting purposes, the contractor is to notify the U.S. Government Publishing Office of the date of shipment or delivery. Upon completion of each order, contractor must contact the Shared Support Services Compliance Section via email at <u>compliance@gpo.gov</u> or via telephone at (202) 512-0520. Personnel receiving email or call will be unable to respond to questions of a technical nature or to transfer any inquiries.

#### **REPORTS:**

The contractor shall electronically report the status of mailings on a daily basis to confirm the type of file and the mailer count. These notifications shall be provided by the contractor (via contractor-hosted SFTP site) to the SBA as verification. (Contact information to be provided after award.)

Reports shall contain the following information, at a minimum:

- 1201 Notices Processing Summary Report: This report shall reflect the file batch number, date, record count detailed by lockbox location, total record count, error count, and error record listings with the error code identified by the USPS indicated on the report.
- *1201 Late Notices:* This report shall reflect the file batch number, date, a record count detailed by lockbox location, total record count, error count, and error record listings. There are two types of notices printed and mailed weekly.
- *1544 Notices (Messages) Processing Summary Report:* This report shall reflect the file batch number, date, run time, a record count detailed by lockbox location, and total record count.
- *1078 Notices:* This report shall reflect the file batch number, date, and total number of records mailed. This file is sent during one week of each month.

#### Various Mailers 884-S (R-1) (08/22)

- *Year-End IRS Reporting:* The volume for each reporting type (Forms 1098, 1099-Misc, and 1099-C) provides SBA with the total count of each type of form mailed. When ordered, SBA and the contractor will be in daily contact during the period the data is downloaded, proofed, and mailed. These files are sent to borrowers in January of each calendar year.
- *SBA Miscellaneous Mailing:* When required, this report shall reflect the file batch number, date, and total number of records mailed.

#### **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 determination of award estimates specified below are based on current and historical data. However, due to the current global pandemic, the contractor is put on notice that the estimated amounts of work anticipated on this contract may be significantly impacted during the first period of performance. The Government anticipates that most contract years will require quantities on the lower end of the quantity ranges specified under "QUANTITY"; therefore, the estimates for one year's production would be lower than the estimates specified below.

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

I.	1	
II. (a) (b)	175 1	
III. (a)	250	
(b) (c) (d) (e)	(1) 2,955 394 1,568 1,641	(2) 41,229 XXX 22,448 22,461
IV. (a) (b) (c) (d)	(1) 1,641 394 1,568 1,641	(2) 22,461 XXX 22,448 22,461
V.	(1) 1,542	(2) 22,080
VI.	(1) 1,641	(2) 22,461

#### THIS PAGE IS INTENTIONALLY BLANK.

#### **SECTION 4. – SCHEDULE OF PRICES**

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

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

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

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

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

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

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

Fractional parts of 1,000 will be prorated at the per-1,000 rate (e.g., if the ordered quantity is for 5,500 copies, the contractor will charge for 5,500 divided by 1,000, and the resulting 5.5 will be multiplied by the contractor's bid price, for each applicable line item).

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

Cost of all paper must be charged under Item IV, "PAPER."

For Items III. through VI. pricing, the contractor is to charge under the appropriate line item column (either (1) or (2)) for each product/operation based on the <u>total quantity per bi-weekly print order</u>. Under no circumstance should a bi-weekly invoice have a charge under *both* (1) and (2) for same product/operation.

## 

**III. PRINTING, IMAGING, BINDING, AND CONSTRUCTION:** Prices offered must include the cost of all materials and operations (excluding paper) necessary for the printing, variable imaging, binding, and construction of the products listed in accordance with these specifications.

(a) \*Daily makeready/setup charge ......

\*Contractor will be allowed only one (1) makeready/setup charge per workday. This combined charge shall include all materials and operations necessary to makeready and/or setup the contractor's equipment for mailers run each workday. Any invoice submitted with more than one makeready/setup charge per workday will be disallowed. NOTE: Workday is Monday through Friday and excludes all Federal Holidays.

	Up to and Including <u>500,000 copies</u> (1)	Over <u>500,000 Copies</u> (2)
<ul> <li>(b) Notices:</li> <li>Printing in one ink color, and imaging in black, including binding per 1,000 pages</li> </ul>	\$	\$
(c) Letters: Printing in black ink only, including bindingper 1,000 letters	\$	\$XXX
<ul> <li>(d) CRM Envelopes: Printing in black ink only, including construction per 1,000 envelopes</li> </ul>	\$	\$
<ul> <li>(e) Mail-out Envelope:</li> <li>Printing in black ink only,</li> <li>including construction per 1,000 envelopes</li> </ul>	\$	\$

Various Mailers 884-S (R-1) (08/22)

V.

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

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

Notices – A charge will be allowed for each page-size leaf. All Envelopes – One leaf will be allowed for each envelope.

	Up to and Including <u>500,000 copies</u> (1)	Over <u>500,000 Copies</u> (2)
<ul> <li>(a) Notices:</li> <li>White Uncoated Text (50-lb.);</li> <li>or, at contractor's option,</li> <li>White Writing (20-lb.)per 1,000 leave</li> </ul>	·s \$	\$
<ul><li>(b) Letters: White Uncoated Text (50-lb.); or, at contractor's option, White Writing (20-lb.)per 1,000 leave</li></ul>	s\$	\$XXX
<ul><li>(c) CRM Envelopes: White Writing Envelope (24-lb.)per 1,000 leave</li></ul>	s \$	\$
<ul><li>(d) Mail-out Envelopes: White Writing Envelope (24-lb.)per 1,000 leave</li></ul>	s \$	\$
ADDITIONAL OPERATIONS:	Up to and Including <u>500,000 copies</u> (1)	Over <u>500,000 Copies</u> (2)
	<b>.</b>	¢

**VI. ASSEMBLY AND DISTRIBUTION:** Prices offered must include the cost of all required materials and operations necessary for the mailing of the notices including cost of gathering notices and letters, as required (single or multiple leaves), in proper sequence, folding to required size for insertion into mail-out envelope, inserting notice, letter, and CRM envelope, as required, into the mail-out envelope, and, complete distribution, in accordance with these specifications.

	Up to and Including 500,000 copies	Over <u>500,000 Copies</u>
	(1)	(2)
Inserting into No. 10 Mail-out Envelope per 1,000 mailers	\$	\$

(Initials)

SHIPMENTS: Shipments will be made from: City State

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

**DISCOUNTS:** Discounts are offered for payment as follows: \_\_\_\_\_ Percent \_\_\_\_\_ Calendar Days. See Article 12 "Discounts" of Solicitations Provisions in GPO Contract Terms (Publication 310.2).

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

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

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

Bidder			
((	Contractor's Name)	(GPO Contracto	or's Code)
	(S	treet Address)	
	(City –	State – Zip Code)	
By			
	Signature, and Title of Pers	son Authorized to Sign this Bid)	(Date)
(Person to	be Contacted)	(Telepho	one Number)
(E	mail)	(Fax	Number)
	THIS SECTIO	ON FOR GPO USE ONLY	
Certified by:(Initials)	Date:	Contracting Officer:(Initials	Date:

#### **EXHIBIT A** Historical Data of Monthly Volumes

NOTE: <u>The information provided in the below table is based on current and historical data and is for informational purposes only</u>. There is no guarantee that the quantities ordered on this contract will correspond exactly to the quantities specified in the below table.

		Projected Monthly 1201						
Status	Month	Counts (up to)	1201 Late	1544	1078	1098 IRS	1099C IRS	1099 MISC
Deferment	21-Aug	55,000	1,100	11,000	2,500	0	0	
Deferment	21-Sep	55,000	1,100	11,000	2,500	0	0	
Deferment	21-Oct	55,000	1,100	11,000	2,500	0	0	
Deferment	21-Nov	55,000	1,100	11,000	2,500	0	0	
Deferment	21-Dec	55,000	1,100	11,000	2,500	0	0	
Deferment	22-Jan	55,000	1,100	11,000	2,500	50,000	3,000	500
Deferment	22-Feb	55,000	1,100	11,000	2,500	0	0	0
Deferment	22-Mar	55,000	1,100	11,000	2,500	0	0	0
Deferment Ends	22-Apr	300,000	6,000	60,000	2,500	0	0	0
Deferment Ends	22-May	800,000	16,000	160,000	2,500	0	0	0
Deferment Ends	22-Jun	2,300,000	46,000	460,000	2,500	0	0	0
Deferment Ends	22-Jul	3,500,000	70,000	700,000	2,500	0	0	0
Deferment Ends	22-Aug	4,100,000	82,000	820,000	2,500	0	0	0
Deferment Ends	22-Sep	4,200,000	84,000	840,000	2,500	0	0	0
Deferment Ends	22-Oct	4,300,000	86,000	860,000	2,500	0	0	0
Deferment Ends	22-Nov	4,400,000	88,000	880,000	2,500	0	0	0
Deferment Ends	22-Dec	4,500,000	90,000	900,000	2,500	0	0	0
Deferment Ends	23-Jan	4,500,000	90,000	900,000	2,500	50,000	3,000	500
Late Notices are app								
1544 Notices are app	proximately 20	% of 1201 notices						

#### EXHIBIT B 1201 Late/1544 Print Specifications

	1201 Layout		Loan Notice Lay	out
Position	Field	Width	Field	Width
1	OfficeNumber	4	OfficeNumber	4
5	LoanNumber	10	LoanNumber	10
15	LoanStatus	1	LoanStatus	1
16	Name	42	Name	42
58	Address	40	Address	40
98	Address2	40	Address2	40
138	City	24	City	24
162	State	2	State	2
164	Zip10	10	Zip10	10
174	ProcessDate	8	ProcessDate	8
182	PaymentDueDate	8	PaymentDueDate	8
190	LastPaymentDate	8	LastPaymentDate	8
	OfficePhone		OfficePhone	12
	S4000Scan		S4000Scan	33
	InstallAmount		InstallAmount	9
	LastPaymentAmount		LastPaymentAmount	10
	AmountNowDue	075155	AmountNowDue	11
	AmountToPrincipal		AmountToPrincipal	10
1	AmountToInstall		AmountToInstall	10
	PresentPrincipal		PresentPrincipal	11
	LockBox	1000	LockBox	1
	Exception		Exception	1
	FromAddress1		FromAddress1	40
	FromAddress2		FromAddress2	40
	FromAddress3		FromAddress3	40
	FromAddress4		FromAddress4	40
	SOAddr1		SOAddr1 SOAddr2	40
	SOAddr2 SOAddr3		SOAddr3	40 40
	AcsID		ACSID	40 8
	AcsKey		ACSKey	17
	Comments[0]		Comments[0]	65
	Comments[1]		Comments[1]	65
	Comments[2]		Comments[2]	65
	Comments[3]		Comments[3]	65
	Comments[4]		Comments[4]	65
	Comments[5]		Comments[5]	65
	Comments[6]		Comments[6]	65
	Comments[7]		Comments[7]	65
	Comments[8]		Comments[8]	65
	Customs[0]	65	[-]	
	Customs[1]	65		
	Customs[2]	65		
	Customs[3]	65		
	Customs[4]	65		

#### Page 2 of 2

#### EXHIBIT B 1201 Late/1544 Print Specifications

1524 Customs[5]	65
1589 Customs[6]	65
1654 Customs[7]	65
1719 Customs[8]	65

#### EXHIBIT C 1098 Print Specifications

Field Name	Start	Width
LoanNum	1	10
SSN	11	9
BorrowName	20	42
AmtReported	62	10
OutstandingPrinc	72	10
OriginationDate	82	8
SameAddressFlag	90	1
StrAddr	91	30
City	121	30
State	151	2
Zip	153	5
Zip4	158	4
AsOfDate	162	8
SbaPhoneNum	170	14
OfficeCode	184	4

#### EXHIBIT D 1099-Misc Print Specifications

Field Name	Start	Width	
SSN		1	9
BORROWNAME		10	42
AMTREPORTED		52	10
STRADDR1		62	30
STRADDR2		92	30
CITY		122	30
ST		152	2
ZIP5		154	5
ZIP4		159	4
LOCCD		163	4
PAYEELOG		167	3
SBAPHONENR		170	12
LOANNR		182	10

#### EXHIBIT E 1099C Print Specifications

Field Name	Start	Width
RPT_IND	1	1
LOAN_NR_CK_DIGIT	2	10
SSN_A	12	9
ALPHA	21	5
BORROW_NAME	26	42
LOC_CD	68	4
AMT_REPORTED	72	10
LOAN_TYPE	82	2
LOAN_STATUS	84	1
DIS_HM_BUS	85	1
LN_STATUS_CMT	86	2
CHG_OFF_EFF_DT	88	8
STR_ADDR	96	30
СІТҮ	126	30
ST	156	2
ZIP	158	5
ZIP4	163	4
AS_OF_DT	167	8
PHONE_NR	175	12
DEBT_CANCL_CD	187	1
TIN_IND	188	1

#### EXHIBIT F 1201 Late Notice Layout with Position Numbers

ŞΒΛ	U.S. SMAL	L BUSINESS ADMINIST	RATION	
U.S. Small Business Administration				
LOAN NUMBER:	oanNumber (5-14) ame (16-57)			STATEMENT DATE ProcessDate (174-181)
		PAYMENT DUE DATE Payment DueDate (182-1	INSTALLMENT AMOUNT Install 189) Amount (243-251)	AMOUNT NOW DUE Amount Now Due (263-273)
Date MAKE YOUR PAYMENT 1. Go to - <u>https://www.pay.</u> 2. Search for 1201 Borrower	Payment Last (190-197) Amour ON-LINE:	MENT AMOUNT TO PRINCIPAL Payment Amount To It (252-262) Principal (274-284) Payment Mailing Address FromAddress (349-348) FromAddress (349-348) FromAddress (349-468)	Installment	dress may be returned.
COMME	ENTS (614-1198)			
CUSTO	DM(1199-1783)			
∳ Detach ł	nere and return lower portion	n with your remittance.	Save upper portion for your	records. ¥
• MAKE PAYABLE TO	D: SMALL BUSINESS ADMINISTRATION	ADDRESS LISTED ADOVE		
SBA PLEASE RETURN T OPUT FULL 10-DIGIT O NOT SEND CAS		NU ADDRESS IS IED ABOVE PAYMENT ENSURE YOUR ACCOUNT IS CREDITEE	) PROPERLY	Process Date (174-181)
Construction Co	HIS PORTION OF STATEMENT WITH YOUR 'LOAN NUMBER ON ALL PAYMENTS TO I H PAPER CLIPS OR STAPLES DUE DATE Payment Due Date	INSTALLMENT AMOUNT Install Amount (243-251	AMOUNT NOW DUE Amount Now ) Due (263-273)	
CIF MAILING YOUR OFF MAILING YOUR OFLASE RETURN T OPLASE RETURN T OPLASE RETURN T OPLASE RETURN T OPLASE RETURN T OD NOT SEND CAS OD NOT USE TAPE, CONNUMBER LOAN NUMBER LOAN NUMBER (5-14) PLEASE CHECK HERE AND O	HIS PORTION OF STATEMENT WITH YOUR 'LOAN NUMBER ON ALL PAYMENTS TO I H PAPER CLIPS OR STAPLES DUE DATE Payment Due	INSTALLMENT AMOUNT Install Amount (243-251 FORM IF YOUR ADDRESS HA	AMOUNT NOW DUE Amount Now ) Due (263-273) S CHANGED.	(174-181) AMOUNT ENCLOSED

#### EXHIBIT G 1078 Notice Lavout

#### U.S. Small Business Administration Notice of Forthcoming Maturity on Guaranty Loan

Borrower's Name & Address

LINE1 LINE2 LINE3, CHAR 1-45 LINE4

Participating Institution's Name and Address

LINE5 LINE6 LINE7 LINE8

SBA FORM 1078(2-91) PREVIOUS EDITION OBSOLETE

SBA Loan Number

LINE3, CHAR 71-88 LINE3, CHAR 89-96

Maturity Date

Reminder: The SBA guaranty terminates if a Lender fails to request SBA to purchase the guaranty within 180 days after loan maturity unless the Lender is conducting liquidation or debt collection litigation for a loan that has matured, in which case the SBA guaranty terminates if a Lender fails to request SBA to purchase the guaranty within 180 days after completing the liquidation or debt collection litigation



U.S. Small Business Administration Notice of Forthcoming Maturity on Guaranty Loan

Borrower's Name & Address	
Participating Institution's Name and Address	

\_\_\_\_\_\_

SBA FORM 1078(2-91) PREVIOUS EDITION OBSOLETE

# SBA Loan Number Maturity Date

Reminder: The SBA guaranty terminates if a Lender fails to request SBA to purchase the guaranty within 180 days after loan maturity unless the Lender is conducting liquidation or debt collection litigation for a loan that has matured, in which case the SBA guaranty terminates if a Lender fails to request SBA to purchase the guaranty within 180 days after completing the liquidation or debt collection litigation



\_\_\_\_\_

#### EXHIBIT H 1098 Layout with Position Numbers

		ECTED (if checked)		
RECIPIENT'S/LENDER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. U.S. SMALL BUSINESS ADMINISTRATION FROGRAMMATIC ACCOUNTING BRANCH DENVER, COLORADO 80259 <sbaphonenum> (170-183)</sbaphonenum>		*Caution: The amount shown may not be fully deductible by you. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person.	OMB No. 1545-1380 2020 Form <b>1098</b>	Mortgage Interest Statement
		1 Mortgage interest received fr \$ <amtreported> (62-</amtreported>		Copy B For Payer/
RECIPIENT'S/LENDER'S TIN 53-0215587	PAYER'S/BORROWER'S TIN <ssn> (11-19)</ssn>	2 Outstanding mortgage principal SoutstandingPrinc > (72-81)	3 Mortgage origination <originationdate (82-89)</originationdate 	date Borrower
		4 Refund of overpaid interest	5 Mortgage insurance premiums	tax information and is being furnished to the IRS. If you
PAYER'S/BORROWER'S name <borrowname> (20-61) <officecode> (184-187)</officecode></borrowname>		\$           6 Points paid on purchase of principal residence           \$		are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines
Street address (including apt. no.) <straddr> (91-120)</straddr>		7 x If address of property se as PAYER'S/BORROWER'S ad the address or description is en <x <sameaddressflag="" if="" in="">&gt; (90)</x>	dress, the box is checked	ume that an underpayment of tax
City or town, state or province, country, and ZIP or foreign postal code <city> (121-150) <state> (151-152) <zip> (153-161)</zip></state></city>		8 Address or description of pro instructions)	perty securing mortgage	(see these points, reported in boxes 1 and 6; or because you didn't report the refund
9 Number of properties securing the mortgage	10 Other	1		of interest (box 4); or because you claimed a nondeductible item.
Account number (see instructions)		-		11 Mortgage acquisition date
<loannum> (1-10)</loannum>				
Form <b>1098</b> (1	Keep for your records)	www.irs.gov/Form1098	Department of the Tre	asury - Internal Revenue Service

#### Instructions for Payer/Borrower

A person (including a financial institution, a governmental unit, and a cooperative housing corporation) who is engaged in a trade or business and, in the course of such trade or business, received from you at least \$600 of mortgage interest (including certain points) on any one mortgage in the calendar year must furnish this statement to you.

If you received this statement as the payer of record on a mortgage on which there are other borrowers, furnish each of the other borrowers with information about the proper distribution of amounts reported on this form. Each borrower is entitled to deduct only the amount he or she paid and points paid by the selier that represent his or her share of the amount allowable as a deduction. Each borrower may have to include in income a share of any amount reported in box 4.

If your mortgage payments were subsidized by a government agency, you may not be able to deduct the amount of the subsidy. See the instructions for Schedule A, C, or E (Form 1040 or 1040-SR) for how to report the mortgage interest. Also, for more information, see Pub. 936 and Pub. 535.

Payer's/Borrower's taxpayer identification number (TIN). For your protection, this form may show only the last four digits of your TIN (SSN, ITIN, ATIN, or EIN). However, the issuer has reported your complete TIN to the IRS.

Account number. May show an account or other unique number the lender has assigned to distinguish your account.

Box 1. Shows the mortgage interest received by the recipient/lender during the year. This amount includes interest on any obligation secured by real property, including a mortgage, home equity loan, or line of credit. This amount does not include points, government subsidy payments, or seller payments on a "buydown" mortgage. Such amounts are deductible by you only in certain circumstances.



If you prepaid interest in 2020 that accrued in full by January 15, 2021, this prepaid interest may be included in box 1. However, you cannot deduct the prepaid amount in 2020 even though it may be included in box 1.

If you hold a mortgage credit certificate and can claim the mortgage interest credit, see Form 8396. If the interest was paid on a mortgage, home equity loan, or line of credit secured by a qualified residence, you can only deduct the interest paid on acquisition indebtedness, and you may be subject to a deduction limitation. Box 2. Shows the outstanding principal on the mortgage as of January 1, 2020. If the mortgage originated in 2020, shows the mortgage principal as of the date of origination. If the recipient/lender acquired the loan in 2020, shows the mortgage principal as of the date of acquisition.

Box 3. Shows the date of the mortgage origination.

Box 4. Do not deduct this amount. It is a refund (or credit) for overpayment(s) of interest you made in a prior year or years. If you itemized deductions in the year(s) you paid the interest, you may have to include part or all of the box 4 amount on the "Other income" line of your 2020 Schedule 1 (Form 1040 or 1040-SR). No adjustment to your prior year(s) tax return(s) is necessary. For more information, see Pub. 336 and Itemized Deduction Recoveries in Pub. 525.

Box 5. If an amount is reported in this box, it may qualify to be treated as deductible mortgage interest. See the 2020 Schedule A (Form 1040 or 1040-SR) instructions and Pub. 936.

Box 6. Not all points are reportable to you. Box 6 shows points you or the seller paid this year for the purchase of your principal residence that are required to be reported to you. Generally, these points are fully deductible in the year paid, but you must subtract seller-paid points from the basis of your residence. Other points not reported in box 6 may also be deductible. See Pub. 936 to figure the amount you can deduct.

Box 7. If the address of the property securing the mortgage is the same as the payer's/borrower's, either the box has been checked, or box 8 has been completed.

Box 8. This is the address or description of the property securing the mortgage. Box 9. If more than one property secures the loan, shows the number of properties securing the mortgage. If only one property secures the loan, this box may be blank.

Box 10. The interest recipient may use this box to give you other information, such as real estate taxes or insurance paid from escrow.

Box 11. If the recipient/lender acquired the mortgage in 2020, shows the date of acquisition.

Future developments. For the latest information about developments related to Form 1098 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form1098.

#### EXHIBIT I 1099-Misc Layout with Position Numbers

			ECTED (if checked)		
PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. U.S. SMALL BUSINESS ADMINISTRATION PROGRAMMATIC ACCOUNTING BRANCH DENVER, COLORADO 80259			OMB No. 1545-0115	Miscellaneous Income	
<sbaphonenr> (170-181)</sbaphonenr>					
			\$	Form 1099-MISC	
			3 Other income	4 Federal income tax withh	eld Copy B
			<b>GAMTREPORTED&gt;</b> (52-61	\$	For Recipient
PAYER'S TIN 53-0215587			5 Fishing boat proceeds	6 Medical and health care payme	nts
			\$	\$	
RECIPIENT'S name <borrowname> (10-51)         Street address (including apt. no.)         <straddr1> (62-91) <straddr2> (92-121)         City or town, state or province, country, and ZIP or foreign postal code         <city> (122-151 <st> (152-153) <zip5> (154-162)         Account number (see instructions)       FATCA filing         <loccd> (163-166)       □</loccd></zip5></st></city></straddr2></straddr1></borrowname>		7 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale	8 Substitute payments in lieu dividends or interest	of This is important tax information and is being furnished to	
		9 Crop insurance proceeds	10 Gross proceeds paid to a attorney	n the IRS. If you are required to file a return, a negligence penalty or other	
		11 Fish purchased for resale	12 Section 409A deferrals	sanction may be imposed on you if this income is taxable and the IRS	
		13 Excess golden parachute payments \$	14 Nonqualified deferred compensation	determines that it has not been reported.	
			15 State tax withheld	16 State/Payer's state no.	17 State income
			\$		\$
			\$		\$
Form 1099-MISC (kee	o for your reco	ords) w	ww.irs.gov/Form1099MISC	Department of the Treasu	ry - Internal Revenue Service

#### **EXHIBIT J 1099C Lavout with Position Numbers**

		ECTED (if checked)		
CREDITOR'S name, street address ZIP or foreign postal code, and te U.S. SMALL BUSINESS AD PROGRAMMATIC ACCOUNTIN DENVER, COLORADO 80259 800-736-6048 ext. 3917	MINISTRATION	<pre><chg_off_eff_dt>(88-9 2 Amount of debt discharged \$ <amt_reported>(72-3 3 Interest, if included in box 2</amt_reported></chg_off_eff_dt></pre>	terrente destrute attacente attentes	Cancellation of Debt
CREDITOR'S TIN 53-0215587	<b>DEBTOR'S TIN</b> <b><ssn_a></ssn_a></b> (12-20)	\$ 4 Debt description <tin_ind> (188)</tin_ind>		Copy B For Debtor
DEBTOR'S name <borrow_name> (26-67)</borrow_name>	<loc_cd> (68-71)</loc_cd>			This is important tax information and is being furnished to the IRS. If you are required to file a
Street address (including apt. no.) <str_addr> (96-125) City or town, state or province, country, and ZIP or foreign postal code (9778) (1966-155) (1978) (1976-157) (1978) (1979-1979)</str_addr>		5 If checked, the debtor was p repayment of the debt .		▶ x return, a negligence penalty or other sanction may be imposed on you if taxable income results
<pre><city> (126-155) <st> (156-157) <zip> (158-166) Account number (see instructions) <loan_nr_ck_digit> (2-11)</loan_nr_ck_digit></zip></st></city></pre>		6 Identifiable event code <debt_cancl_cd>(187)</debt_cancl_cd>	7 Fair market value of p	from this transaction and the IRS determines broperty that it has not been reported.
Form 1099-C (k	eep for your records)	www.irs.gov/Form1099C	Department of the Tr	reasury - Internal Revenue Service

#### Instructions for Debtor

You received this form because a federal government agency or an applicable financial entity (a creditor) has discharged (canceled or forgiven) a debt you owed, or because an identifiable event has occurred that either is or is deemed to be a discharge of a debt of \$600 or more. If a creditor has discharged a debt you owed, you are required to include the discharged amount in your income even if it is less than \$600, on the "Other income" line of your Form 1040 or 140-SR. However, you may not have to include all of the canceled debt in your income. There are exceptions and exclusions, such as bankruptcy and insolvency. See Pub. 4681, available at IRS.gov, for more details. If an identifiable event has occurred but the debt has not actually been discharged, then include any discharged debt in your income in the year that it is actually discharged, unless an exception or exclusion applies to you in that year. Debtor's taxpayer identification number (TIN). For your protection, this form may show only the last four digits of your TIN (social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN). However, the creditor

has reported your complete TIN to the IRS. Account number. May show an account or other unique number the creditor assigned to distinguish your account.

Box 1. Shows the date the earliest identifiable event occurred or, at the creditor's discretion, the date of an actual discharge that occurred before an Identifiable event. See the code in box 6. Box 2. Shows the amount of debt either actually or deemed discharged. Note: If

you don't agree with the amount, contact your creditor.

Box 3. Shows interest if included in the debt reported in box 2. See Pub. 4681 to see if you must include the interest in gross income. Box 4. Shows a description of the debt. If box 7 is completed, box 4 also shows

a description of the property.

Box 5. Shows whether you were personally liable for repayment of the debt when the debt was created or, if modified, at the time of the last modification. See Pub. 4681 for reporting instructions.

Box 6. Shows the reason your creditor has filed this form. The codes in this box are described in more detail in Pub. 4661. A.—Bankruptcy; B.—Other judicial debt relief; C.—Statute of limitations or expiration of deficiency period; D.— Foreclosure election; E.—Debt relief from probate or similar proceeding; F.—By agreement; G-Decision or policy to discontinue collection; or H-Other actual discharge before identifiable event.

Box 7. If, in the same calendar year, a foreclosure or abandonment of property occurred in connection with the cancellation of the debt, the fair market value Generally, the grossy will be shown, or you will receive a separate Form 1099-A. Generally, the gross foreclosure bid price is considered to be the FMV. For an abandonment or voluntary conveyance in lieu of foreclosure, the FMV generally is the appraised value of the property. You may have income or loss because of the acquisition or abandonment. See Pub. 4681 for information about foreclosures and abandonments. If the property was your main home, see Pub. 2020 to Serve any two hills only on excitance linear linear to the second second

523 to figure any taxable gain or ordinary income. Future developments. For the latest information about developments related to Form 1099-C and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form1099C.

#### EXHIBIT K CRM Envelope



#### **EXHIBIT L** Mail-out Envelope (Face – Before Manufacturing)

U.S. Small Business Ad Denver, CO 80259 Official Business Penalty for Private Use, \$300	ninistration	#10 Web-style; All copy & IT Black paper stock: 24# white wove 74mm std knives	
ADDRESS SERVICE	REQUESTED		FIRST CLASS
7/8" SBA-OFO-1	1/2″		

**EXHIBIT L** Mail-out Envelope (Back- Before Manufacturing)



#### EXHIBIT M IMB Reporting

We currently receive two IMB files from the vendor, 1201 and 1544. The files consist of a header record and a series of one or more data records. All fields are tab delimited with the following layout.

header record field names (IMB, MailDate, LoanNmb, Mailpiece Type, Addressee Name, PreCass Address, PreCass Address 2, PreCass City, PreCass State, PreCass Zip, PostCass Address, PostCass Address 2, PostCass City, PostCass State, PostCass Zip)

#### data record(s)

imb_serial_nmb	Character	31
maildt	Date, form	nat mm/dd/yyyy
sba loannmb	Character	10
notice_type	Character	4 (1201 or 1544)
borrowernm	Character	50
precass_address	Character	50
precass_address2	Character	50
precass_city	Character	26
precass_state_cd	Character	2
precass_zip	Character	10
postcass_address	Character	50
postcass_address2	Character	50
postcass_city	Character	26
postcass_state_cd	Character	2
postcass_zip	Character	10