

| | |
|---------|--|
| Prog: | 888-S |
| Title: | Quarterly Census of Employment and Wages (QCEW) Packages |
| Agency: | Department of Labor Bureau of Labor Statistics (BLS) |
| Agency: | Beginning and ending June 30, 2017 |
| | CENVEO LOS ANGELES GRAY GRAPHICS NPC, INC. |
| | BASIS OF Los Angeles, CA Capitol Heights, MD Claysburg, PA |
| ITEM NO | DESCRIPTION AWARD UNIT RATECOST UNIT RATECOST |
| I. | PROOFS AND PRIOR TO PRODUCTION SAMPLES: |
| (a) | Digital color content proof.....per trim/page-size unit.....642 5.00 \$3,210.00 5.00 \$3,210.00 1.00 642.00 |
| (b) | Adobe Acrobat PDF proof.....per file.....271 10.00 \$2,710.00 20.00 \$5,420.00 5.00 1,355.00 |
| (c) | Prior to Production samples.....per order....2 25,000.00 \$50,000.00 6,000.00 \$12,000.00 2,500.00 5,000.00 |
| II. | PRINTING/VARIABLE IMAGING, BINDING, CONSTRUCTION, ASSEMBLY, PACKING, AND DISTRIBUTION OF PACKAGES: |
| (a) | Item 1: Letter - Version A (NVS/NCA): Printing and imaging in two colors, including binding.....per letter.....(1) Makeready and/or Setup 3 1,000.00 \$3,000.00 600.00 \$1,800.00 403.30 1,209.90 (2) Running Per 1,000 Copies 1000 90.00 \$90,000.00 225.00 \$225,000.00 55.89 55,890.00 |
| (b) | Item 2: Letter - Version B (NVM): Printing and imaging in two colors, including binding.....per letter.....(1) Makeready and/or Setup 3 1,000.00 \$3,000.00 1,130.00 \$3,390.00 403.30 1,209.90 (2) Running Per 1,000 Copies 60 90.00 \$5,400.00 228.00 \$13,680.00 45.15 2,709.00 |
| (c) | Item 3: Letter - Version C (MWR): Printing and imaging in two colors, including binding.....per letter.....(1) Makeready and/or Setup 4 1,000.00 \$4,000.00 600.00 \$2,400.00 403.30 1,613.20 (2) Running Per 1,000 Copies 140 90.00 \$12,600.00 225.00 \$31,500.00 41.15 5,761.00 |
| (d) | Item 4: Survey Form: Printing and imaging in two colors, including binding.....per form.....(1) Makeready and/or Setup 8 1,000.00 \$8,000.00 1,130.00 \$9,040.00 403.30 3,226.40 (2) Running Per 1,000 Copies 300 180.00 \$54,000.00 288.00 \$86,400.00 98.34 29,502.00 |
| (e) | Item 5: Form Additional Pages: Printing in two colors and imaging in black, including binding.....per page.....(1) Makeready and/or Setup 30 1,000.00 \$30,000.00 335.00 \$10,050.00 403.30 12,099.00 (2) Running Per 1,000 Copies 450 90.00 \$40,500.00 300.00 \$135,000.00 146.83 66,073.50 |
| (f) | Item 6: Cover Letter: Printing and imaging in two colors, including binding.....per letter.....(1) Makeready and/or Setup 8 1,000.00 \$8,000.00 1,090.00 \$8,720.00 90.47 723.76 (2) Running Per 1,000 Copies 300 90.00 \$27,000.00 224.00 \$67,200.00 21.40 6,420.00 |
| (g) | Item 7: No. 10 Mail-out Envelope with Double Windows: Printing in black, including cost of envelope.....per envelope.....(1) Makeready and/or Setup 17 1,000.00 \$17,000.00 N/C 0.00 61.73 1,049.41 (2) Running Per 1,000 Copies 1485 45.00 \$66,825.00 20.00 \$29,700.00 30.12 44,728.20 |
| (h) | Item 8: 9 x 12" Mail-out Envelope with Double Windows: Printing in black, including cost of envelope.....per envelope.....(1) Makeready and/or Setup 1 1,000.00 \$1,000.00 N/C 0.00 61.73 61.73 (2) Running Per 1,000 Copies 15 150.00 \$2,250.00 180.00 \$2,700.00 102.85 1,542.75 |
| | Page 1 of 2 |

[illegible]

U.S. GOVERNMENT PUBLISHING OFFICE
Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Quarterly Census of Employment and Wages (QCEW) Packages

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

Department of Labor
Bureau of Labor Statistics (BLS)

Single Award

TERM OF CONTRACT: The term of this contract is for one year beginning Date of Award and ending June 30, 2017, plus up to four (4) optional 12-month extension period(s) that may be added in accordance with the "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in SECTION 1 of this contract.

BID OPENING: Bids shall be publicly opened at 11:00 a.m., prevailing Washington, DC time, on August 3, 2016.

BID SUBMISSION: Submit bid in pre-addressed envelope furnished with solicitation or send to: U.S. Government Publishing Office, Bid Section, Room C-848, Stop: CSPS, 732 North Capitol Street, NW, Washington, DC 20401. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO Bid Section, Fax No. (202) 512-1782. The program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2, as revised June 2001. Hand delivered bids are to be taken to: GPO Bookstore, 710 North Capitol Street, NW, Washington, DC, between the hours of 8:00 a.m. and 4:00 p.m., prevailing Washington, DC, time, Monday through Friday. The contractor is to follow the instructions in the Bid Submission/Opening area. If further instruction or assistance is required, call (202) 512-0526.

RESTRICTION ON LOCATION OF PRODUCTION FACILITIES: All production facilities used in the manufacture of the product(s) ordered under this contract must be located within the continental United States.

THIS IS A NEW PROGRAM. THERE IS NO ABSTRACT AVAILABLE. HOWEVER, BIDDERS, PLEASE NOTE: These specifications have been revised from the original solicitation; therefore, all bidders are cautioned to familiarize themselves with all provisions of the specifications before bidding. Special attention is directed to the following items which differ significantly from the previous solicitation:

NUMBER OF PAGES AND TRIM SIZES (*Specified on page 10 of 27*)

PACKAGE VARIATIONS (*Specified on page 10 of 27*)

STOCK/PAPER (*Specified on page 15 of 27*)

PRINTING/VARIABLE IMAGING (*Specified on pages 16 of 27*)

CONSTRUCTION (*Specified on page 16 of 27*)

ASSEMBLY (*Specified on page 17 of 27*)

SECTION 3. – DETERMINATION OF AWARD (*Specified on page 23 of 27*)

SECTION 4 – SCHEDULE OF PRICES (*Specified on page 26 and 27*)

SECTION 1. – GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (revised August 2002).

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

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

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

SUBCONTRACTING: The provisions of GPO Publication 310.2 are modified to permit the subcontracting for the manufacturing of the envelopes.

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

Product Quality Levels:

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

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

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

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

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

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

P-7. Prior to production samples, proofs, average type dimension, electronic media.

P-9. Pantone Matching System.

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

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

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

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend Date of Award to June 30, 2017, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the Economic Price Adjustment for that period.

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

The Economic Price Adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending 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 March 31, 2016, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the Economic Price Adjustment for the period being considered for adjustment.

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

SECURITY REQUIREMENTS: The contractor shall comply with the terms included in the “Confidentiality and Security Requirements” (see Attachment 1); the “Title V Confidential Information Protection and Statistical Efficiency Act” (see Attachment 2); and the “BLS Agent Agreement” (see Attachment 3).

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

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

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

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

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

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

The plans must provide for periodic samplings to be taken during the production run, and shall contain control systems that will detect defective, missing, or mutilated pieces. The plans shall detail the actions to be taken by the contractor when either defective, missing, or mutilated items are discovered. These actions must be consistent with the requirements found in GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987, Rev. 6-01). The plan shall monitor all aspects of the job including material handling and mail flow, to assure that the production and delivery of the Quarterly Census of Employment and Wages Packages meet specifications and Government requirements. This includes maintaining 100% accountability in the accuracy of imaging and mailing of all pieces throughout each run. The contractor must ensure that there are no missing or duplicate pieces.

A recovery system will be required to ensure that all defective, missing, or mutilated pieces detected are identified, reprinted, and replaced.

The quality control plan must also include examples, and a detailed description of, all reports or logs the contractor will keep to document the quality control inspections performed on each run.

Furthermore, the plan must include the names of all quality assurance officials and describe their duties in relationship to the quality control plan.

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

See "QUALITY CONTROL" in SECTION 2 of the contract.

Mail Plan: This plan shall include sufficient detail as to how the contractor will comply with all applicable U.S. Postal Service (USPS) mailing requirements as listed in the USPS Domestic and International Mail Manuals in effect at the time of mailing and other USPS instructional material such as the Postal Bulletin. All outgoing and return mail will be mailed via a "Postage and Fees Paid" mailing indicia. The Government will be responsible for ALL USPS mailing costs. (NOTE: The shipping costs of returning materials to the States will be paid by the contractor and reimbursed by the Government.) (See "DISTRIBUTION" as specified in SECTION 2.)

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

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

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

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

Materials – How all accountable materials will be handled throughout all phases of production. This plan shall also include the method of disposal of all production waste materials.

Production Area – The contractor must provide a secure area(s) dedicated to the processing and storage of data for the letter and survey forms (either a separate facility dedicated to this product or a walled-in limited access area within the contractor's existing facility). Access to the area(s) shall be limited to security-trained employees involved in the production of Survey Forms designated as authorized persons as defined within Attachment 1.

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

Information Technology Security – The contractor must submit an Information Technology System Security Plan as it relates to BLS data storage and data processing. The plan shall summarize the physical and logical protections in place at the designated printing location, including the audit mechanisms used to ensure the described are fully implemented.

ON-SITE REPRESENTATIVES: On-site representative(s) may be stationed at the contractor's facility to: verify addresses; monitor the printing, inserting, mail processing, quality control, sample selections, and inspections; and, monitor the packing and staging of the mail. These coordinators will not have contractual authority and cannot make changes in the specifications or in contract terms, but will bring any and all defects detected to the attention of the company Quality Control Officer. The coordinators must have full and unrestricted access to all production areas where work on this program is being performed. The contractor will be required to provide one (1) private office of not less than 150 square feet, furnished with one (1) desk, one (1) swivel arm chair, one (1) telephone, access to an internet connection, and a fax machine. The contractor will be reimbursed for any charges incurred for toll calls made by Government representatives upon presentation of voucher and verifiable documentation. The contractor should be prepared to provide full access to the production areas where the contract is being carried out.

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

For the preaward test, the Government will furnish an electronic file (consisting of one (1) sample Survey Form (Exhibit B), one (1) sample Cover Letter (Exhibit D), and one (1) sample envelope) that are representative of the items to be furnished under these specifications. The Government will also furnish “dummy” variable data with the electronic files. Files will be sent via email.

The prospective contractor must produce five (5) samples for each item in accordance with the requirements specified herein. Samples must be printed on the required stock for each item as specified herein. (NOTE: The Survey Form and Cover Letter must be imaged with the furnished “dummy” variable data in accordance with the requirements specified herein.)

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

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

Contractor must submit preaward test sample within two (2) workdays of receipt of furnished test materials.

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

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

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

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

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

POSTAWARD CONFERENCE: The total requirements of the job including the production plan, delivery dates, scheduling, and turn-around times, and the installation of encryption software (if required), may be reviewed by Government representatives with the contractor’s representatives at the GPO, Washington, DC, immediately after award of this contract.

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

PREPRODUCTION MEETING: The Government’s representatives may request preproduction meeting(s) with the contractor’s representatives to be held at the contractor’s facility after award of the contract to review the contractor’s production plan and to establish coordination of all operations. Attending this meeting will be representatives from BLS. At the Government’s option, in lieu of meeting at the contractor’s facility, the meeting may be held via teleconference.

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

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

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

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from Date of Award through June 30, 2017, plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" upon notification by the Government for purposes of the contract when it is electronically transmitted or otherwise physically furnished to the contractor in conformance with the schedule.

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

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

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

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

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

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

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

WARNING: Proper control and handling must be maintained at all times to prevent any information or materials required to produce the product ordered under these specifications from falling into unauthorized hands. Unless otherwise indicated herein, all extra copies, materials, waste, etc., must be destroyed in accordance with the approved "Security Control Plan" as specified under "PREAWARD SURVEY."

PRIVACY ACT NOTIFICATION: This procurement action requires the contractor to do one or more of the

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

PRIVACY ACT

(a) The contractor agrees:

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

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

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

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

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

SECTION 2. – SPECIFICATIONS

SCOPE: These specifications cover the production of the Quarterly Census of Employment and Wages Forms Packages consisting of either a letter or form with cover letter, return envelope, and mail-out envelope, requiring such operations as electronic prepress, printing and variable imaging, binding, construction, assembling, packing, and distribution. Additionally, the contractor will also be responsible for processing the form responses.

TITLE: Quarterly Census of Employment and Wages (QCEW) Packages.

OVERVIEW: The Quarterly Census of Employment and Wages program utilizes a web system to collect data for the Annual Refiling Survey (ARS). One-page letters are mailed to respondents, directing them to log into the appropriate, secure website to report data. The Annual Refiling Survey is a sample of about 1,300,000 establishments located in the 50 States, the District of Columbia (DC), Puerto Rico and the U.S. Virgin Islands. The ARS survey is conducted annually between July through the following June. After the initial mailing, there will be follow-up mailings (approximately two to five mailings consisting of 1-page letters), as needed. Currently, a bulk of the mailing occurs in September with follow-up mailings occurring in December and March. At some point during the term of the contract, the Government anticipates implementing quarterly ARS mailings (pending results) with follow-up mailings as needed, rather than one bulk mailing with follow-up mailings.

The QCEW program also collects employment and wages data for employers with multiple establishment locations reporting under the same Unemployment Insurance (UI) account number in a given state. The collection is done using the Multiple Worksite Report (MWR) Form. The MWR is conducted four times a year in conjunction with each calendar quarter. At the end of each quarter, there will be a mailing consisting of an MWR form, cover letter, additional form pages, if needed, and return envelope. After the initial form mailing, there will be one follow-up MWR form mailing each quarter, as needed. In future quarters, the Government would like to pilot and implement (pending results) the initial mailing as a 1-page MWR Web Letter, in lieu of the form package. The follow-up mailings would continue to be form packages.

The completed MWR forms will be returned to the contractor. The forms must be “designed” such that Intelligent Character Recognition (ICR) software can read the employment and wages that are supplied by the respondents (see “CONTRACTOR TO FURNISH”). The contractor will scan the forms and create a data file with the employment and wages that were scanned via ICR software. The contractor will also supply PDF files with the scanned images of the forms.

NOTE: Hereinafter, the term “States” will be all-inclusive referring to the States, District of Columbia, Puerto Rico, and the U.S. Virgin Islands.

FREQUENCY OF ORDERS:

Proofs/Prior to Production Samples – Approximately 2 orders per year.

ARS Mailings – Approximately 2 to 6 orders per year.

MWR Mailings – Approximately 8 to 12 orders per year.

NOTE: The Government anticipates issuing the first order for the ARS on or around August 1st of each contract year. The first order issued for the ARS will be for hard/soft copy proofs and prior to production samples only. The balance of ARS orders will be for the production and distribution (mailings) of the products. The Government anticipates issuing the first order for the MWR on or around September 1st of each contract year. The first order issued for the MWR will be for the hard/soft copy proofs and prior to production samples only. The balance of MWR orders will be for the production and distribution (mailings) of the products.

The ARS and MWR mailings may be ordered on the same print order requiring the same schedule.

NUMBER OF PAGES AND TRIM SIZES:

| <u>ITEM</u> | <u>NO. OF PAGES</u> | <u>TRIM SIZE</u> |
|---------------------------------|--|---------------------------|
| 1. Letter – Version A (NVS/NCA) | Face only (one leaf) | 8-1/2 x 11” |
| 2. Letter – Version B (NVM) | Face and back (one leaf) | 8-1/2 x 11” |
| 3. Letter – Version C (MWR) | Face only (one leaf) | 8-1/2 x 11” |
| 4. Survey Form (MWR) | Face and back (one leaf) | 8-1/2 x 11” |
| 5. Form Additional Pages (MWR) | Up to 20 pages (10 face and back leaves) | 8-1/2 x 11” |
| 6. Form Cover Letter (MWR) | Face only (one leaf) | 8-1/2 x 11” |
| 7. No. 10 Mail-out Envelope | Face only | 4-1/8 x 9-1/2”, plus flap |
| 8. Mail-out Envelope | Face only | 9 x 12”, plus flap |
| 9. No. 9 Return Envelope | Face only | 3-7/8 x 8-7/8”, plus flap |
| 10. Return Envelope | Face only | 9 x 12”, plus flap |

NOTE: All envelopes (Items 7 through 10) print face only – *after manufacturing*. Items 7 and 8 have double windows.

FORM NOTE: For Items 4 and 5, the form is “designed” to collect the employment and wages for a UI account number at the worksite level of the firm. For example, if a UI account has six (6) locations within a state, those six (6) locations will be listed on the form. The respondent will be responsible for noting the employment and wages for each location.

The employment and wages boxes should be such that the contractor is able to scan the form and use the scanned responses to create a file containing the employment and wages of the respondents. NOTE: Responses may be handwritten.

For UI accounts with up to six (6) worksites, the form will be one page with the worksites printed on the front and instructions printed on the back. Item 5 should be included for forms with more than six (6) worksites. All 1-page Letter Packages, Form A Packages, and the majority of the Form B Packages with inserts (up to and including five (5) leaves) will be mailed in a standard No. 10 mail-out envelope with double windows. Those UI accounts for Form B Packages with a large enough number of worksites to generate greater than five (5) leaves will be mailed using a flat 9 x 12” envelope with double windows.

PACKAGE VARIATIONS:

| Letter Packages | Form A Packages | Form B Packages |
|-----------------------------------|-----------------------------------|---|
| Item 1, 2, or 3 (Letter) | Item 4 (Survey Form) | Item 4 (Survey Form) |
| | Item 6 (Cover Letter) | Item 6 (Cover Letter) |
| | | Item 5 (Additional Page(s)) |
| Item 7 (No. 10 Mail-out Envelope) | Item 7 (No. 10 Mail-out Envelope) | 1 to 5 leaves: Item 7 (No. 10 Mail-out Envelope) Over 5 leaves: Item 8 (9 x 12” Mail-out Envelope) |
| | Item 9 (No. 9 Return Envelope) | 1 to 5 leaves: Item 9 (No. 9 Return Envelope) Over 5 leaves: Item 10 (9 x 12” Return Envelope) |

MAILING QUANTITY:

| Timing | Letter Packages | Form A Packages | Form B Packages |
|--------------------|-----------------|-----------------|-----------------|
| July - September | 650,000 | 60,000 | 15,000 |
| October - December | 400,000 | 60,000 | 15,000 |
| January - March | 100,000 | 60,000 | 15,000 |
| April - June | 50,000 | 60,000 | 15,000 |

NOTE: The actual quantities may vary. Currently, all States participate in the ARS mailings and 28 states participate in the MWR mailings. As more States opt to participate in these mailings, quantities could increase in the option years, if exercised.

The response rate will be tracked by BLS and the contractor will be notified when goals have been met. When goals are met, the print and mail operations of the contract will be complete for the Refiling year. Surveys will continue to be received later in the fiscal year, processed by the contractor, and returned to the States.

GOVERNMENT TO FURNISH:

BLS will transmit files with employer information to the contractor electronically using Secure File Transfer Protocol (SFTP) communications set up by the contractor. Electronic Media for variable data will be furnished as follows:

Platform: IBM or compatible using Windows XP.

Storage Media: SFTP.

Software: Adobe Acrobat 11.0 or higher; Microsoft Word 2013.

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

Fonts: All printer and screen fonts will be furnished/embedded, as applicable.

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

Additional
Information: Files will be furnished in native application and/or PDF format.

An electronic file for the form templates will be furnished via SFTP or email once at the beginning of the contract to be held for reuse throughout the term of the contract. If the ordering agency makes changes to the form, they will furnish a new template to the contractor at that time.

Data format specifications for form printing to be used as a guide only will be furnished via SFTP.

Test (non-production) database file for prior to production samples will be furnished via SFTP.

Updated production database files will be furnished via SFTP before each production of the mail-out.

Special Data Files: State Office Information List; Letter Production File Format; Form Production File Format; Form Collected Data File Format; Form Print Rules; Form Processing Rules; and, Letter Print Rule will be furnished via SFTP. NOTE: These special data files are provided prior to the 1st mail-out and are necessary for form and letter production. Any updates to the files will be provided prior to the follow-up mail-outs.

Naming conventions for all files will be furnished via SFTP.

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

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

EXHIBITS: The facsimiles 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.

The Exhibits are as follows:

- Exhibit A: Letter – Version A (NVS/NCA)
- Exhibit B: Letter – Version B (NVM)
- Exhibit C: Letter – Version C (MWR)
- Exhibit D: Form (MWR)
- Exhibit E: Form Additional Pages (MWR)
- Exhibit F: Form Cover Letter (MWR)
- Exhibit G: State Office Information List (sample page – entire list to be furnished after contract award)
- Exhibit H: Letter Production File Format
- Exhibit I: Form Production File Format
- Exhibit J: Form Collected Data File Format
- Exhibit K: Form Print Rules
- Exhibit L: Form Processing Rules
- Exhibit M: Letter Print Rules
- Exhibit N: BLS Logo (to be furnished after contract award)
- Exhibit O: DOL Logo (to be furnished after contract award)

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

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

The contractor is responsible for scanning the returned forms which may contain handwritten data (see “PROCESSING RESPONSES”). Contractor will need to create/use a form template that is compatible with the contractor’s particular ICR software and scanning equipment. The ordering agency will furnish copies of the current forms being used (to be used as a guide).

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 MWR_Print@bls.gov and/or CARS202@bls.gov.

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

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.

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

PROOFS: The contractor must submit the required proofs of each item for each of the States participating in the QCEW at the time the order is issued (to be specified on the print order).

Print Order for Proofs and Prior to Production Samples Only –

(NOTE: Survey Forms and Cover Letters must be imaged with test (non-production variable) data. The Print File test data may be used for samples of Items 1 through 6.) Imaged addresses shall consist of three barcodes (two postal barcodes and one 3 of 9 barcode).

One (1) Adobe Acrobat (most current version) PDF soft proof of each item (***must include static and variable data***). PDF proof will be evaluated for text, image position, and color breaks. Proof will not be used for color match. Proof will be transferred to the agency via email.

Two (2) sets of digital color content proofs of each item (***must include static and variable data***). Direct to plate must be used to produce the final product with a minimum of 2400 x 2400 dpi. Proofs must be created using the same Raster Image Processor (RIP) that will be used to produce the product. Proofs shall be collated with all elements in proper position (not pasted up), imaged face and back, trimmed, and folded to the finished size of the product, as applicable.

Balance of Orders –

One (1) Adobe Acrobat (most current version) PDF soft proof of each item (***must include static and variable data***). PDF proof will be evaluated for text, image position, and color breaks. Proof will not be used for color match. Proof will be transferred to the agency via email.

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 (Print Order for Proofs and Prior to Production Samples Only):

Prior to the commencement of production of the contract production quantity, the contractor shall submit not less than two (2) printed and assembled sample packages of each package for each of the States participating in the QCEW at the time the order is issued (to be specified on the print order). The container and accompanying documentation shall be marked "PREPRODUCTION SAMPLES" and shall include the GPO jacket, purchase order, and program numbers.

Option Years: For each option year that may be exercised, the Government's representatives may require prior to production samples. The requirements for these samples (as stated below) will remain the same for each year exercised. The Government reserves the right to waive the Prior to Production samples. The contractor will be notified at each year's meeting (See "PREPRODUCTION MEETING") if these samples are waived.

Each item shall be printed, bound, and constructed as specified and must be of the size, kind, and quality that the contractor will furnish. All items must be printed on the stock/paper as specified herein. (NOTE: Survey Forms and Cover Letters must be imaged with test (non-production variable) data. The Print File test data may be used for samples of Items 1 through 6.) Imaged addresses shall consist of three barcodes (two postal barcodes and one 3 of 9 barcode).

All items must be assembled and packaged in accordance with the requirements specified herein. DO NOT SEAL ENVELOPES.

Submit sample packages to: Department of Labor, Bureau of Labor Statistics, Attn: Kelly Quinn and Jake Kane, Room 4840, 2 Massachusetts Avenue, NE, Washington, DC 20212-0001.

Contractor must submit the samples within three (3) workdays of receipt of the furnished materials.

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 and test, in the time and under the terms and conditions specified in the notice of rejection. Such additional samples shall be furnished, and necessary changes made, at no additional cost to the Government and with no extension in the shipping schedule. The Government will require the time specified above to inspect and test any additional samples required.

In the event 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. 6-01)).

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

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

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 Standard No. 12” dated March 2011.

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

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

Items 1 through 3: White Bond, basis weight: 24 lbs. per 500 sheets, 17 x 22”, equal to JCP Code G10.

Items 4 and 5: White Offset Book, basis weight: 50 lbs. per 500 sheets, 25 x 38”, equal to JCP Code A60.

Item 6: White Writing, basis weight: 20 lbs. per 500 sheets, 17 x 22”, equal to JCP Code D10.

Items 7 through 10: White Writing Envelope (or Wove), basis weight: 24 lbs. per 500 sheets, 17 x 22”, equal to JCP Code V20.

PRINTING/VARIABLE IMAGING:

NOTE: The Government reserves the right to make changes to the format/text of the items produced on this contract at any time during the term of the contract. Any stockpiling is at the contractor’s own risk.

Digital printing is allowed for all variable imaging. All imaging shall have a minimum resolution of 720 x 720 dpi. For items that image in black plus one Pantone color, contractor must match the Pantone number as specified on the print order as closely as possible for the variable imaging. The Pantone color for the variable imaging will be the same Pantone as the static printing.

For all offset printing, contractor must match Pantone number as specified on the print order.

NOTE: Imaged addresses shall consist of three barcodes (two postal barcodes and one 3 of 9 barcode).

Item 1: Print static text matter face only in black and one Pantone color. Printing consists of text and line matter. Image variable data face only in black and one Pantone color. Variable imaging consists of State Agency name, return mailing address and phone number, respondent mailing address, bar codes, and state-specific laws pertaining to the ARS and MWR.

Item 2: Print static text matter on face in black and one Pantone color and on back in black only. Printing consists of text and line matter. Image variable data face only in black and one Pantone color. Variable imaging consists of State Agency name, return mailing address and phone number, respondent mailing address, bar codes, and state-specific laws pertaining to the ARS and MWR.

Item 3: Print static text matter face only in black and one Pantone color. Printing consists of text and line matter. Image variable data face only in black and one Pantone color. Variable Imaging consists of State Agency name, return mailing address and phone number, respondent mailing address, bar codes, and state-specific laws pertaining to the ARS and MWR.

Item 4: Print static text matter face and back in black and one Pantone color. Printing consists of text and line matter. Image variable data face and back in black and one Pantone color. Variable imaging consists of text matter and bar codes. Forms must be printed such that the employment and wages can be scanned.

Item 5: Print static text matter (on each leaf) face and back in black and one Pantone color. Printing consists of text and line matter. Image variable data face and back in black. Variable imaging consists of text matter and bar codes. Forms must be printed such that the employment and wages can be scanned.

Item 6: Print static text matter face only in black and one Pantone color. Printing consists of text and line matter. Image variable data face only in black and one Pantone color. Variable imaging consists of date and text matter.

Items 7 through 10: Envelopes print face only (after manufacture) in black. Printing consists of text and line matter. Printing shall be in accordance with the requirements for the style of 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. NOTE: Inkjet printing is acceptable.

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

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

Viewing Light: Press sheets will be viewed under controlled conditions with 5000 degrees Kelvin overhead luminaries. The viewing conditions must conform to ANSI PH2.30-1989; a viewing booth under controlled conditions with 5000 degrees Kelvin overhead luminaries with neutral gray surroundings must be provided.

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

BINDING:

Items 1 through 6: Trim four sides.

CONSTRUCTION (Envelopes):

Items 7 and 8:

Envelope must be open side with high-cut side, diagonal, or center seams (at contractor's option) and gummed, fold-over flap for sealing. Envelopes shall be sufficiently high cut so as to prevent the flap adhesive from contacting the envelope contents. The sealed seam(s) shall not adhere to the inside of the envelope. Flap depth is at the contractor's option but must meet all USPS requirements. Envelopes shall be free from cuts, folds, tears, machine marks, foreign matter, dirt, ink smears and adhesive stains.

Face of envelope to contain two die-cut windows: one mailing address window and one return address window. Size and location of both windows are at contractor's option, but must allow for the viewing of the printed return and mailing addresses on Item 4 or 5.

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

Items 9 and 10:

Envelopes must be open side with high-cut side, diagonal, or center seams (at contractor's option) and gummed, fold-over flap for sealing. Envelopes shall be sufficiently high cut so as to prevent the flap adhesive from contacting the envelope contents. The sealed seam(s) shall not adhere to the inside of the envelope. Flap depth is at the contractor's option but must meet all USPS requirements. Envelopes shall be free from cuts, folds, tears, machine marks, foreign matter, dirt, ink smears and adhesive stains.

Flap Adhesive: All sealing flap adhesive shall be the water-activated type of such a consistency to prevent premature sealing of the flap and curling of the envelope after drying.

The adhesive on the sealing flaps of the envelopes shall have a minimum thickness of 0.0006 inch uniformly applied. The flaps shall not stick to the body of the envelope, but shall be capable of being quickly and securely sealed using finger tips after moistening the adhesive.

ASSEMBLY:

Letter Packages – Gather, as specified, Item 1, 2, or 3, letter-fold with return/mailling addresses out, and insert into Item 7.

Form A Packages – Gather Item 4 and Item 6 (with faces forward, nested together), and letter-fold with return/mailling addresses out. Insert folded Items 4 and 6, followed by Item 9, into Item 7.

Form B Packages –

- If Item 5 consists of 1 to 5 leaves: Gather Item 4, Item 5, and Item 6 (with all faces forward, nested together), and letter-fold. Insert folded Items 4, 5, and 6, followed by Item 9, into Item 7.
- If Item 5 has greater than 5 leaves: Gather Item 4, Item 5, and Item 6 (with all faces forward), and insert (flat), followed by Item 10 (folded), into Item 8.

Seal all mail-out envelopes.

It is the contractor's responsibility to assure that only the return address and business name and address on the form will be visible through the window and that only one (1) each of the letter or survey form, cover letter, Item 5 (if applicable) and appropriate return envelope are inserted into each appropriate mail-out envelope.

PACKING: When required, after batching the responses (see "PROCESSING RESPONSES"), the contractor is to pack the forms into suitable shipping bags or shipping containers. (If packing in shipping containers, contractor must pack containers not to exceed 45 pounds when fully packed.)

Each batch of forms will have an identifier page with the State Name and Batch Number.

LABELING AND MARKING (package and/or container label): Reproduce shipping container label from furnished reproduction, fill in appropriate blanks and attach to shipping containers.

QUALITY CONTROL: The contractor shall perform quality checks on 0.1% of the mailings for each State. The quality checks shall verify that:

- The proper survey form or letter was printed. This quality check is to verify that the survey form or letter is correct for the State; the name and physical address is in the proper location; the correct industry description is printed in its entirety; the front and back of the form are printed clearly using the required font size, character/number bold, indentations, margins, and correct variable and non-variable text.

- The correct number of worksites and worksite data are printed in full. The office use boxes contain all applicable data for each worksite. The totals box is printed on the correct page, based on the number of worksites.
- The appropriate cover letter has been included.
- The appropriate State information and “Mandatory Statement” (if applicable) has been printed
- The return envelope (Item 9 or 10) has been enclosed with the contractor’s name and address as the mailing address.
- Only the mailing address is showing through the outgoing window of the mail-out envelope and only the return address is showing through the return window.
- The contents of the packages are complete and include the correct letter, form, cover letter, and the return envelope, as applicable.
- The barcodes on the letters and survey forms scan and correspond to the sample member’s State Code and Unemployment Insurance Account Number.
- The appropriate BLS postal permit numbers are used on the mailing and return envelopes.
- The proper Web ID and password be printed on all forms.
- The employment and wages be scanned and those data be associated with the corresponding Unemployment Insurance Account Number and Reporting Unit Number from the form.
- The scanned image quality be such that the States are able to use the images to make applicable updates to addresses, contacts, etc., from the scanned images.

The contractor shall notify BLS-Washington via e-mail no later than two (2) workdays after the quality check has been completed. The date and result of the quality check must be e-mailed to MWR_Print@bls.gov and/or CARS202@bls.gov.

DISTRIBUTION:

Mail f.o.b. contractor’s city ALL packages.

All outgoing mail shall be at the lowest bulk discounted First Class rate.

All return mail shall be at the lowest First Class U.S. Postal Service Business Reply Mail rate.

All outgoing and return mail will be mailed via mailing permits. The contractor will be responsible for obtaining the First Class mailing permits, as required, for the outgoing and return mail. The contractor must provide the mailing permit numbers to the agency within 30 calendar days after notification of contract award. The agency will link the contractor’s mailing permits to the agency’s Centralized Account Processing System (CAPS) program. ***The Government will be responsible for ALL USPS mailing costs. The contractor will be responsible for the costs incurred to obtain a mailing permit for the outgoing and return mail and an account set-up fee.***

NOTE: The contractor must obtain mailing permits that will be used only for the purpose of mailing material produced under this contract.

The contractor will be required to run all mailing addresses through the USPS' National Change of Address (NCOA) file and update the address file as required. All address changes, ZIP+4 additions and standardized addresses will be compiled in a separate file and returned to the BLS-Washington via the secure FTP site. The format and frequency of these files will be addressed at the postaward conference. All related costs to perform this operation must be included in submitted bid pricing. No additional reimbursement will be authorized.

All mail shall be presorted (e.g. mail streaming) to "carrier route order" when possible. If the carrier route order is not available for the zip code, then the contractor is to use the next presort level (e.g., 5-digit, 4-digit, etc.).

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

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

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

The contractor shall provide BLS with complete copies of all documents, used by USPS to verify and accept the mail including GPO's Form 712 (Certificate of Conformance).

Within 24 hours of completion of each ARS and MWR mailing, the contractor shall email MWR_Print@bls.gov the number of packages mailed, the State receiving the packages, and the date the packages were mailed.

Upon completion of each mailing, the contractor must fax a completed USPS Form 3600R, "Postage Statement – First Class Permit Imprint," to MRW_Print@bls.gov and/or CARS202@bls.gov.

Ship f.o.b. contractor's city the responses to the appropriate State office.

Shipments are to be made by reimbursable small package carrier.

All shipments must be made by traceable means. A signed receipt is required. The contractor will be reimbursed for all shipping costs by submitting the shipping receipts with the invoice for billing.

All expenses incidental to maintaining an SFTP site, submitting proofs and prior to production samples, and furnishing sample copies must be borne by the contractor.

PROCESSING RESPONSES:

The MWR forms will be returned to the contractor in the return envelopes (Items 9 and 10). The contractor will open the envelopes and process the MWR forms. The MWR forms will be scanned using Intelligent Character Recognition (ICR) software and the employment and wages (numeric only) will be collected, to be transmitted on the Form Collected Data File Format (Exhibit J). Respondents also have the ability to provide address and/or other updates to the form. Those scans with any information written on them other than employment and wages need to be reviewed by the States.

ICR technology should contain a built-in rating system to ensure data quality for scanned responses. If the software is unsure of the scanned numeric value, that value should be reviewed manually to ratify the correct value.

The scanned forms will fall into one of three categories:

- Scanned Category 1: Forms with NO markings outside the Employment and Wages boxes.
- Scanned Category 2: Forms with any writing and/or markings outside Employment and Wages boxes.
- Scanned Category 3: Forms that cannot be read/scanned.

NOTE: BLS anticipates an approximate 33% response rate, with 30% of the responses for Categories 1 and 2 and 3% of the responses for Category 3.

All of the data files from Scanned Categories 1 and 2 will be sent to BLS-Washington in the Form Collected Data File Format (Exhibit J) via SFTP transmittal. The scanned images from Scanned Categories 1 and 2 should be separated by Scanned Category, indexed by UI number, and sent to BLS-Washington via SFTP transmittal. The scanned images should not include the text-only instructions page.

Those forms that are in Scanned Category 3 and could not be read by the scanner should be mailed back to the States on a weekly basis. The contractor will notify BLS-Washington (via email to MWR_Print@bls.gov) when the Collected Data Files and Scanned Form Images have been placed on the SFTP site. BLS-Washington will retrieve the Collected Data Files and Scanned Form Images from the SFTP site and send them to the States for processing.

NOTE: In the same email, the contractor will also notify BLS-Washington of the quantities of responses scanned and the quantities of un-scannable responses for each State.

The quality of the scanned images and ICR scanned employment and wages will be reviewed by BLS. If the quality of the scanned images and/or employment and wages are of a low quality that they cannot be processed by BLS, the contractor will ship the original paper forms directly back to the States for their review.

WHITE MAIL: As described above, it is possible that some respondents will include non-BLS 3020 (MWR form) items in with their return envelopes. White mail includes, but is not limited to: checks, BLS 3020 forms from prior quarters, and non-BLS 3020 forms from other agencies. This white mail should be separated from the forms and returned to the State of the envelope in which it was received by the contractor. (The forms that came with the white mail must be appropriately processed as specified above.) If the respondent returns the Cover Letter (Item 6), it can be discarded and should not be considered as white mail.

Additional Worksite Sheets – Respondents may attach a spreadsheet or other listing of their worksites in lieu of filling out the BLS 3020 form. Respondents will be directed to mail such listing back to their State, but if the respondent ignores this direction and returns a blank BLS 3020 form along with a listing to the contractor, both the form (which will most likely be blank) and the paper listing should remain together and be returned to the State with the rest of the white mail.

DESTRUCTION OF RESPONSE FORMS: The contractor shall destroy all response forms in Categories 1 and 2 using a cross-cut shredder ensuring that the informational content is destroyed beyond legibility.

Material awaiting destruction shall be kept in a secure area or locked bin and shall be kept for the currently processing quarter. At end of the quarter, the forms should be destroyed.

The contractor must furnish BLS a signed and dated certification of destruction stating what was destroyed (i.e., quantity and description).

NOTE: If a response form with no changes includes additional attachments, this response form is NOT to be destroyed. This response form is to be returned to the appropriate State office as specified under “PROCESSING RESPONSES”/“WHITE MAIL.”

FOLLOW-UP MAILINGS: The contractor shall be required to follow the same requirements as the initial mailing for the follow-up mailings including the processing of the responses.

For the follow-up mailings, BLS-Washington will provide the updated “Print File” for each state at the SFTP site.

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

The postaward conference will be within five (5) workdays of notification of award.

The preproduction meeting will be within five (5) workdays of the postaward conference.

NOTE: For each option year exercised, the amount of time in the schedule will remain the same. .

When required, hard copy proofs must be delivered to and picked up from: Department of Labor, BLS/DASLT, Attn: Kelly Quinn and Jake Kane, Room 4840, 2 Massachusetts Avenue, NE, Washington, DC 20212-0001.

When required, PDF soft proofs must be emailed to the ordering agency at the email address as specified on the print order.

The Government will furnish the templates (for each item) and exhibits immediately after award. Government will also furnish all file formats immediately after the award.

The following schedules begin the workday after receipt of the print order and furnished material; the workday after notification will be the first workday of the schedule.

Schedule for Print Order for Hard/Soft Copy Proofs and Prior to Production Samples –

- The contractor must submit all required proofs within three (3) workday of receipt of furnished materials.
- Proofs will be withheld no more than three (3) workdays from their receipt at the ordering agency until hard copy proofs are made available for pickup and changes/corrections/“O.K. to Print” for soft copy proofs are furnished via email. (The first workday after receipt of proofs at the ordering agency is day one (1) of the hold time.)
- The contractor must submit prior to production samples (using test data) within three (3) workdays of receipt of “O.K. to Print” on proofs.
- Government will approve, conditionally approve or disapprove the prior to production samples within three (3) workdays of receipt thereof.

Schedule for ARS and MWR Mailings –

- The contractor must email PDF soft proofs within three (3) workdays after receipt of furnished materials.
- Proofs will be withheld no more than three (3) workdays from their receipt at the ordering agency until approval/disapproval is emailed to the contractor. (The first workday after receipt of proofs at the ordering agency is day one (1) of the hold time.)
- The contractor must complete production and mailing for each mailing within four (4) workdays of receipt of “O.K. to Print” on PDF soft proofs.

Schedule for Processing Returned Forms/Scanned Images –

- The contractor will process (open, sort, and scan) forms and white mail within (5) workdays of receipt of the forms via return mail.
- The contractor will send the data files and scanned image files to the Government weekly (or according to a schedule determined at the postaward meeting).

The contractor must notify the U.S. GPO of the date and time the press sheet inspection or packing, labeling, and marking inspection can be performed. In order for proper arrangements to be made, notification must be given at least three (3) workdays prior to the inspection. Notify the U.S. Government Publishing Office, Quality Control for Published Products, Washington, DC 20401 at (202) 512-0542. Telephone calls will only be accepted between the hours of 8:00 a.m. and 2:00 p.m., prevailing Eastern Time, Monday through Friday. NOTE: See contract clauses, paragraph 14(e)(1), Inspections and Tests of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)). NOTE: When supplies are not ready at the time specified by the contractor for inspection, the Contracting Officer may charge to the contractor the additional cost of the inspection

The ship/deliver date indicated on the print order is the date products ordered for mailing/shipping f.o.b. contractor's city must be delivered to the post office or picked up by small package carrier.

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

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

SECTION 3. - DETERMINATION OF AWARD

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

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

| | | |
|----|-----|-----|
| I. | (a) | 642 |
| | (b) | 271 |
| | (c) | 2 |

| | | | |
|-----|-----|-----|-------|
| | | (1) | (2) |
| II. | (a) | 3 | 1,000 |
| | (b) | 3 | 60 |
| | (c) | 4 | 140 |
| | (d) | 8 | 300 |
| | (e) | 30 | 450 |
| | (f) | 8 | 300 |
| | (g) | 17 | 1,485 |
| | (h) | 1 | 15 |
| | (i) | 7 | 285 |
| | (j) | 1 | 15 |

| | | |
|------|-----|----|
| III. | (a) | 90 |
| | (b) | 9 |

| | | |
|-----|--|----|
| IV. | | 15 |
|-----|--|----|

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) or blank spaces for an item may be declared nonresponsive.

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

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

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

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

I. PROOFS AND PRIOR TO PRODUCTION SAMPLES:

For line item I.(a), one trim/page-size unit will be allowed for each printed side of an envelope.

Line item I.(b) is for the PDF soft proofs required on the two orders issued solely for proofs and prior to production samples. The PDF soft proofs required on the balance of orders (for actual production) must be charged under Item II., as applicable.

(a) Digital color content proof per trim/page-size unit\$_____

(b) Adobe Acrobat PDF proof.....per file\$_____

(c) Prior to Production samples.....per order\$_____

(Initials)

II. PRINTING/VARIABLE IMAGING, BINDING, CONSTRUCTION, ASSEMBLY, PACKING, AND DISTRIBUTION OF PACKAGES: Prices offered shall include the cost of all required materials and operations necessary (including PDF soft proofs required on each order for actual production) for the printing/variable imaging, binding, construction, assembly, packing, and distribution of the products listed in accordance with these specifications.

| | <u>Makeready and/or Setup</u> (1) | <u>Running Per 1,000 Copies</u> (2) |
|---|--|--|
| (a) Item 1: Letter – Version A (NVS/NCA): Printing and imaging in two colors, including binding per letter..... \$_____ | | \$_____ |
| (b) Item 2: Letter – Version B (NVM): Printing and imaging in two colors, including binding per letter..... \$_____ | | \$_____ |
| (c) Item 3: Letter – Version C (MWR): Printing and imaging in two colors, including binding per letter..... \$_____ | | \$_____ |
| (d) Item 4: Survey Form: Printing and imaging in two colors, including bindingper form..... \$_____ | | \$_____ |
| (e) Item 5: Form Additional Pages: Printing in two colors and imaging in black, including bindingper page..... \$_____ | | \$_____ |
| (f) Item 6: Cover Letter: Printing and imaging in two colors, including binding per letter..... \$_____ | | \$_____ |
| (g) Item 7: No. 10 Mail-out Envelope with Double Windows: Printing in black, including cost of envelope..... per envelope..... \$_____ | | \$_____ |
| (h) Item 8: 9 x 12” Mail-out Envelope with Double Windows: Printing in black, including cost of envelope..... per envelope..... \$_____ | | \$_____ |

(Initials)

| | <u>Makeready and/or Setup</u> (1) | <u>Running Per 1,000 Copies</u> (2) |
|--|--|--|
| (i) Item 9: No. 9 Return Envelope: Printing in black, including cost of envelope.....per envelope.....\$ | _____ | \$_____ |
| (j) Item 10: 9 x 12" Return Envelope: Printing in black, including cost of envelopeper envelope.....\$ | _____ | \$_____ |

III. PROCESSING RESPONSE FORMS: Must include the cost of scanning bar codes and creating response files.

- (a) Categories 1 and 2 (including destruction costs).....per 1,000 forms\$_____
- (b) Category 3per 1,000 forms\$_____

IV. PACKING AND DISTRIBUTION OF BATCHED RESPONSES: Prices offered must include the cost of all required materials and operations necessary for the packing of the batched responses including cost of all shipping bags or shipping containers, packing materials, and delivery of all shipping bags/containers to the small package carrier in accordance with these specifications.

Packing and sealing shipping bags/containersper shipping bag/container\$_____

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

Post Office located at Street Address _____,

City _____, State _____, Zip Code _____

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

Bidder _____

(City - State)

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

(Person to be contacted)

(Telephone Number)

EXHIBIT A
Letter – Version A (NVS/NCA)

Page 1 of 1

UTANA DEPARTMENT OF LABOR
LABOR MARKET INFORMATION
456 FRONT STREET
SOMECITY, UA 12345-6789
999-999-9999



UNITED STATES DEPARTMENT OF LABOR
Bureau of Labor Statistics
Postal Square Building Suite 4840
2 Massachusetts Ave., NE
Washington, DC 20212-0001

JOHN SMITH - PAYROLL
ABC CORPORATION
123 INCORPORATED
456 FRONT STREET
SOMECITY, UA 12345-6789

MANDATORY
SECOND NOTICE

September 2015

Dear Employer,

Every three years, *Utana Department of Labor* and the U.S. Bureau of Labor Statistics (BLS) request that you complete the Annual Refiling Survey to verify or provide general business information about your firm. Your cooperation is essential so that we are able to produce data that are complete, accurate and timely.

To reduce costs and save tax dollars, this survey has been moved online and can be completed in 5 to 10 minutes. Please use the Web ID and password provided below to log into our secure website: <https://idcfars.bls.gov>

WEB ID: 99123456789

PASSWORD: Ab123456

This survey is mandatory in accordance with *Utana State Law, UTA 123.456* and is authorized by 29 U.S. Code, Section 2.

The BLS-3023 form is approved with O.M.B. No. 1220-0032, in cooperation with the U.S. Department of Labor. The information collected by *Utana Department of Labor* and BLS will be used for statistical and Unemployment Insurance program purposes and other purposes in accordance with law. Additional information and instructions for this survey can be found at: www.bls.gov/respondents/ars

Please provide your response within **14 days**. If you already submitted this report, please disregard this notice and accept our thanks for responding.

Sincerely,

Emily Thomas
U.S. Bureau of Labor Statistics



295356-4

En Español www.bls.gov/respondents/ars/espanol.pdf

EXHIBIT B
Letter – Version B (NVM)

Page 1 of 2

UTANA DEPARTMENT OF LABOR
LABOR MARKET INFORMATION
456 FRONT STREET
SOMECITY, UA 12345-6789



UNITED STATES DEPARTMENT OF LABOR
Bureau of Labor Statistics
Postal Square Building Suite 4840
2 Massachusetts Ave., NE
Washington, DC 20212-0001

MANDATORY

SECOND NOTICE



JOHN SMITH - PAYROLL
ABC CORPORATION
123 INCORPORATED
456 FRONT STREET
SOMECITY, UA 12345-6789

September 25, 2015

99

Dear Employer,

Every three years, **Utana Department of Labor** and the Bureau of Labor Statistics (BLS) request that you verify general business information about your firm to help us maintain accurate records. Your cooperation is essential so that we are able to produce data that are complete, accurate, and timely.

To reduce costs and save tax dollars, the Industry Verification Form has been moved online and can be completed in about fifteen minutes. To further reduce costs, the Industry Verification web system was developed alongside the existing web system for the Multiple Worksite Report, BLS-3020, which you also file for your firm.

Please use the user ID and password below to log into our secure website: <https://idcf.bls.gov/>

USER ID: **99123456789**

PASSWORD: **Ab123456**

You will find detailed reporting instructions on the back of this letter.

This survey is mandatory in accordance with **Utana State Law, UTA 123.456** and is authorized by **20 U.S. Code, Section 2**.

The Industry Verification Form, BLS-3023 is approved with O.M.B No. 1220-0032, in cooperation with the U.S. Department of Labor. The information collected by **Utana Department of Labor** and BLS will be used for statistical and Unemployment Insurance program purposes and other purposes in accordance with law. Additional information regarding this survey can be found at: www.bls.gov/respondents/ars/

Please provide your response by **October 31, 2015**. Thank you in advance for your cooperation.

Sincerely,

Emily Thomas
U.S. Bureau of Labor Statistics



Instructions:

1. Log into the secure website at <https://idcf.bls.gov> using the User ID and Password on the front side.
2. Follow the system prompts to set up your permanent account by choosing a new password and taking note of your new User ID.
3. Verify your contact information.
4. In the dropdown box next to 'Please select a survey,' select **the Multiple Worksite Report** and click *Continue*.

Note: Each time you log back in, you must select the Multiple Worksite Report from this page in order to continue to the Industry Verification Form. This step is necessary due to these surveys' joint web development.

5. On the following page, select the button for **Industry Verification** and click *Continue*.
6. You can now select your UI Account Number and click *Continue* to fill out the Industry Verification Form.
7. After answering all of your Industry Verification questions, you will reach the Summary Page. Click *Submit Data to BLS* and your Industry Verification Form is complete.
8. The website will continue directly into the Multiple Worksite Report. Click the *Logout* link at the top right corner of the page and close your browser.

Note: You may have already completed your Multiple Worksite Report on paper for this quarter, but if you prefer online reporting, you can also click *Continue* and file your Multiple Worksite Report online. If you choose this option, you will no longer receive a paper Multiple Worksite Report in the mail each quarter. You will be set up to receive email reminders for filing this quarterly report online.

EXHIBIT C
Letter – Version C (MWR)

Page 1 of 1

UTANA DEPARTMENT OF LABOR
LABOR MARKET INFORMATION
456 FRONT STREET
SOMECITY, UA 12345-6789
PHONE: 123.456.7890



UNITED STATES DEPARTMENT OF LABOR
Bureau of Labor Statistics
Postal Square Building Suite 4840
2 Massachusetts Ave., NE
Washington, DC 20212-0001

JOHN SMITH - PAYROLL
ABC CORPORATION
123 INCORPORATED
456 FRONT STREET
SOMECITY, UA 12345-6789

MANDATORY

SECOND NOTICE



September 25, 2015

99

Dear Employer,

The **Utana Department of Labor** and the Bureau of Labor Statistics (BLS) request that you provide your company's employment and wages each quarter using the BLS 3020 - Multiple Worksite Report (MWR).

To reduce costs and save tax dollars, this report has been moved online. Please use the User ID and password below to log into our secure website: <https://idcf.bls.gov/>

USER ID: **99123456789**

PASSWORD: **Ab123456**

This report is mandatory in accordance with Utana State Law, UTA 123.456 and is authorized by 20 U.S. Code, Section 2. It is approved by O.M.B. No. 1220-0134.

Multiple Worksite Report data enable BLS to monitor and analyze conditions of business activities by geographic area and industry. Information collected in this report by BLS and State agencies cooperating in its statistical programs will be used for statistical and Unemployment Insurance program purposes, and other purposes in accordance with law. Additional information can be found online: <http://www.bls.gov/cew/cewmwr00.htm>

The due date for your response is **October 31, 2015**. Thank you in advance for your cooperation.

Sincerely,

Emily Thomas
U.S. Bureau of Labor Statistics



EXHIBIT D Form (MWR)

Page 1 of 2

Utana Department of Administration
Office of Employment Statistics
P.O. Box 123
Anycity, UA 12345-6789
Phone: (123) 456-7890

Multiple Worksite Report - BLS 3020
Form Approved, O.M.B. No. 1220-0134
Expiration Date 05/31/2016
In Cooperation with the U.S. Department of Labor



Please fill out this form with blue or black ink.

Utana Department of Administration

1 This report is mandatory in accordance with Utana State Law 123 and is authorized by law, 29 U.S.C. 2. Your cooperation is essential to make the results of this survey complete, accurate, and timely. The totals on this form must match the corresponding totals on your State Quarterly Contribution Report (Form 123).

2

JOHN SMITH - PAYROLL
ABC CORPORATION
123 INCORPORATED
456 FRONT STREET
SOMECITY, UA 12345-6789

QUARTERLY REPORT INFORMATION
U.I. NUMBER : 0123456789
QUARTER ENDING : SEPTEMBER 30, 2015
DUE DATE : OCTOBER 31, 2015

3 **WORKSITES**

GO PAPERLESS! REPORT YOUR DATA ON THE WEB.
Use your ID and Password to log into the secure website: <https://idcf.bls.gov/>

* MWR WEB INFORMATION *
* ID: 1060001234560 *
* Password: Aa1234567 *

| OFFICE USE | BUSINESS NAME (division, subsidiary, etc.) STREET ADDRESS (physical location) CITY, STATE, AND ZIP CODE WORKSITE DESCRIPTION (plant name, store number, etc.) Please update address and contact information below | NUMBER OF EMPLOYEES (subject to UI Laws) During the Pay Period Which Includes the 12th of the Month Place one (1) digit per box | QUARTERLY WAGES OF WORKSITES (subject to UI laws) Round to the nearest dollar Do not use commas or decimal points Place one (1) digit per box |
|----------------------------------|---|--|---|
| 00002 000003 517110 013 | 123 INCORPORATED 456 FRONT STREET SOMECITY, UA 12345-6789 REPORTING UNIT DESCRIPTOIN | JUL AUG SEP | \$ |
| 00003 000008 517110 013 | 123 INCORPORATED Address Unknown -- Please Provide REPORTING UNIT DESCRIPTOIN | JUL AUG SEP | \$ |
| 00005 000016 517110 013 | 123 INCORPORATED 456 FRONT STREET SOMECITY, UA 12345-6789 REPORTING UNIT DESCRIPTOIN | JUL AUG SEP | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |

Note: The totals MUST agree (except for rounding) with your Form 123.

CONTACT PERSON (for questions regarding this report).
NAME: JOHN SMITH - PAYROLL
PHONE: (123) 456-7890

TOTALS
JUL
AUG
SEP

\$

EXHIBIT D
Form (MWR)

Page 2 of 2

U.I. NUMBER: 0123456789 in Utana

INSTRUCTIONS

DUE DATE: Please return this form or a computer-generated facsimile by **OCTOBER 31, 2015**

Please follow these steps to prepare your Multiple Worksite Report. Contact the Agency listed in Step 6 if you have any questions or if you need additional information, or see <http://www.bls.gov/cew/cewmwr00.htm>

1. Review the business name, contact name, and mailing address and make any necessary corrections (Section 2).
2. The Worksites list (Section 3), shows the individual worksites (business locations) that appear in our files for the U.I. Number. Please read across the row for each worksite and do the following:
 - **NAME/ADDRESS/DESCRIPTION:** Review the name and physical location address for each worksite and make any necessary corrections. Review the description below the physical location to be sure it uniquely identifies each worksite (plant name, store number, etc.). If there is no printed description, please enter a unique identifier for the site.
 - **EMPLOYMENT:** Enter employment for each month of the quarter. Employment is the total number of full- and part-time employees who worked during or received pay for the pay period which includes the 12th of the month. Include all employees who were subject to Unemployment Insurance laws.
 - **WAGES:** Enter wages paid during the quarter that are subject to State Unemployment Insurance laws, including the portion that exceeds the State's taxable wage base. **Round wages to the nearest dollar.**
 - **LARGE CHANGES:** Use the space beside the worksite to explain any large changes in employment and/or wages. Changes might result from store closings, strikes, layoffs, bonuses, seasonal increases or decreases, or similar events.
 - **CLOSED OR SOLD:** If a worksite has been sold, closed, or is otherwise inactive, use the space beside the worksite to show:
(a) the date closed or sold; (b) if sold, the name of the company that bought the business at that worksite; and (c) the purchaser's U.I. Number, if you know it.
3. Is the list in Section 3 complete? That is, does the business operate any worksites using this U.I. Number that do not appear on the form, such as newly-opened worksites or newly-acquired worksites?

MISSING WORKSITES: Provide the following information for each additional worksite. You may use available blank lines or attach a separate page. If you are not sure how to report a worksite or employee, please call the office listed in Step 6 of these instructions.

 - a. The business name, street or physical location address (NO POST OFFICE BOXES), city, state, and zip code
 - b. A unique description or identifier for each worksite (e.g., plant name, store number, or similar description)
 - c. The number of employees for each month of the quarter, and quarterly wages
 - d. The county, township, city, or similar geographic area in which the worksite is located
 - e. The main business activity at the worksite

In addition, if you purchased any of these worksites from another company, please provide:

 - f. The name of the company that sold the worksite
 - g. The effective date of the sale, and
 - h. The seller's U.I. Number, if you know it.
4. Complete the Totals section at the end of the list. For each month, sum the number of employees at all worksites. Then sum the wages for the quarter at all worksites. **Except for rounding, these figures MUST agree with the totals on your Quarterly Contributions Report.**
5. Using the enclosed envelope, return your completed form to the central processing facility.
6. If you have questions, please contact your State Agency listed below:

Utana Department of Administration
Office of Employment Statistics
P.O. Box 123
Anycity, UA 12345-6789
Phone: (123) 456-7890 Fax: (123) 456-7890
Phone: 1-800-123-4567 (IN STATE)

GENERAL INFORMATION

PURPOSE OF THIS REPORT

This Multiple Worksite Report (MWR) collects employment and wages by individual work location in this State. If you operate businesses from more than one location under the Unemployment Insurance Account Number (U.I. Number) shown above, the MWR supplements your Quarterly Contributions Report. Data from the MWR enable our agency to monitor and analyze conditions of business activities by geographic area and industry in this State. The information collected on this form by the Bureau of Labor Statistics and the State agencies cooperating in its statistical programs will be used for statistical and Unemployment Insurance program purposes, and other purposes in accordance with law.

PAPERWORK REDUCTION ACT STATEMENT

We estimate that this form will take from 10 minutes to 60 minutes to complete per response, with an average of 22 minutes. This includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing this information. If you have any comments regarding these estimates or any aspect of this form, send them to the Bureau of Labor Statistics, Division of Administrative Statistics and Labor Turnover, Room 4840, 2 Massachusetts Avenue N.E., Washington, D.C. 20212. The OMB control number for this survey is 1220-0134 and it expires on 05/31/2016. Without a currently valid OMB number, BLS would not be able to conduct this survey.

Page 1 of 2



WORKSITES

| OFFICE USE | BUSINESS NAME (division, subsidiary, etc.) STREET ADDRESS (physical location) CITY, STATE, AND ZIP CODE WORKSITE DESCRIPTION (plant name, store number, etc.) | NUMBER OF EMPLOYEES (subject to UI Laws) During the Pay Period Which Includes the 12th of the Month | | | | | QUARTERLY WAGES OF WORKSITES (subject to UI laws) Round to the nearest dollar Do not use commas or decimal points. | |
|---------------|--|---|--|--|--|--|--|-----|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | \$ | .00 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | \$ | .00 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | \$ | .00 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | \$ | .00 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | \$ | .00 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | \$ | .00 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | \$ | .00 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | \$ | .00 |
| | | | | | | | | |

Page 2 of 2

Page # of #



WORKSITES

| OFFICE USE | BUSINESS NAME (division, subsidiary, etc.) STREET ADDRESS (physical location) CITY, STATE, AND ZIP CODE WORKSITE DESCRIPTION (plant name, store number, etc.) | NUMBER OF EMPLOYEES (subject to UI Laws) During the Pay Period Which Includes the 12th of the Month | | | | | QUARTERLY WAGES OF WORKSITES (subject to UI laws) Round to the nearest dollar Do not use commas or decimal points. | |
|---------------|--|---|--|--|--|--|--|-----|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | \$ | .00 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | \$ | .00 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | \$ | .00 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | \$ | .00 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | \$ | .00 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | \$ | .00 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | \$ | .00 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | \$ | .00 |
| | | | | | | | | |

EXHIBIT F
Form Cover Letter (MWR)

Page 1 of 1

U.S. Department of Labor
U.S. Bureau of Labor Statistics



SECOND NOTICE

May 2015

MANDATORY

Dear Employer,

To save tax dollars, the Multiple Worksite Report (MWR) has been **redesigned** and will be returned and scanned at a central facility.



You also have the option to **GO PAPERLESS** and report your data on the web. For web reporting instructions, please go to this website:

<http://www.bls.gov/cew/cewmwr05.htm>

The MWR collects employment and wage data by worksite location from employers who conduct business at more than one location within the State. These data are necessary to prepare summaries of economic conditions and business activities by geographical area and industry within your State. Other uses of the data can be found at www.bls.gov. Data are shared with the U.S. Department of Labor's Bureau of Labor Statistics as part of a Federal/State cooperative effort to reduce employer reporting burden and will be used for statistical and Unemployment Insurance program purposes and other purposes in accordance with law.

This report is **mandatory** in accordance with the State law referenced at the top of the enclosed form and is authorized by 29 U.S. Code, Section 2. Please provide employment and wages for each worksite (e.g., store, plant, office). Please review and update the worksite information on the attached report. Provide any missing information for each of the listed worksites, add any omitted worksites, and indicate worksites that are inactive, closed, or have been sold. A computer generated listing which includes all of the worksite information requested on the Multiple Worksite Report is acceptable in lieu of the form.

If you have any questions, please contact the State Agency listed on the enclosed form.

Thank you for your cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Emily L. Thomas".

Emily L. Thomas

U.S. Bureau of Labor

Statistics Enclosures

1. Multiple Worksite Report (BLS 3020-MWR)
2. Business Reply Mail Envelope

EXHIBIT G

State Office Information List (Sample Page)

| | State | Alabama | Florida | Georgia |
|--|--|---|--|---|
| | Abbreviation | AL | FL | GA |
| | FIPS | 01 | 12 | 13 |
| | RO | ATL | ATL | ATL |
| General Contact Information | State Agency Name (Max: 50 Characters, DO NOT ABBREVIATE STATE NAMES) | Alabama Department of Labor | Florida Department of Economic Opportunity | Georgia Dept of Labor |
| | Department Name (Max: 50 Characters) (Good Abbrv: Dept, Econ, Div, Empl, QCEW, BLS, LMI) | Labor Market Information Division QCEW | Bureau of Labor Market Statistics | Workforce Statistics and Economic Research Division |
| MWR Return Address to Print on Forms (Must) | Return Address Line | 649 Monroe Street, Room 4427 | 107 East Madison St, MSC G-020 | 148 Andrew Young International Boulevard |
| | City | Montgomery | Tallahassee | Atlanta |
| | Zip Code | 36131-2280 | 32399-4111 | 30303-1751 |
| | Phone Number | (334) 242-8884 | (800) 672-4664 | (404) 232-4909 |
| | Number | | (850) 245-7228 | 1-800-338-2082 |
| | Fax Number | (334) 242-2543 | (850) 245-7202 | (404) 232-3888 |
| | Website | | | |
| MWR Contact for Public Website (Fax) | MWR Contact Name | Lisa Hunter | Glenda Hunter-Crumity | Pam Grant |
| | Email | huntergw@states.bls.gov | huntercg@states.bls.gov | grantp@states.bls.gov |
| | Phone Number | (334) 242-8884 | (850) 245-7228 | (404) 232-4909 |
| | Contact Phone | | (850) 245-7244 | |
| | Fax Number (Required) | | (850) 245-7202 | |
| MWR Authorization Statement | Mandatory (Y or N only) | Y | Y | Y |
| | Mandatory | | | |
| | Form | Administrative Rule No. 480-6-1-.01 | Florida Statutes, Chapter 443 | the Official Code of Georgia Annotated Section 34-8-121 |
| | Form | Employer's Contribution and Wage Report | Employer's Quarterly Tax Report | Employer's Quarterly Tax and Wage Report |
| | Form | Form UC-CR4 | Form RT-6 | Form DOL-4 |
| ARS Web Center | Name (Max: 50) | the Alabama Department of Labor | the Florida Department of Economic Opportunity | the Georgia Dept of Labor |
| ARS Return Address to Print on Forms, Mailing Envelopes, and | Return Address (Max. 50 Characters) | 649 Monroe St | 107 E. Madison St | 148 Andrew Young International Blvd |
| | Line 2 (Max: 50) | Room 4427 | MSC G-020 | |
| | City | Montgomery | Tallahassee | Atlanta |
| | Zip Code | 36131-2280 | 32399-4111 | 30303-1751 |
| | Phone Number | (334) 242-8873 | (800) 672-4664 | (404) 232-3875 |
| | Fax Number | FAX: (334) 242-2543 | FAX: (850) 245-7202 | FAX: (404) 232-3888 |
| | Secondary Phone Number | | | |
| | Additional | | | |
| ARS Contact Name for Public Website | ARS Contact Name | Lisa Hunter | Allyson Haynes | Pam Grant |
| | ARS Contact Email | huntergw@states.bls.gov | haynesa@states.bls.gov | grantp@states.bls.gov |
| ARS Address to Return Batched Forms (Cannot | ATTN: (Name/Phone) | Lisa Hunter (334) 242-8884 | Allyson Haynes (850) 245-7207 | Melissa Rainwater (404) 232-3875 ext 21295 |
| | Address Line 1 | 649 Monroe St | 107 E. Madison St | 223 Courtland Street NE |
| | Address Line 2 | Room 4427 | MSC G-020 | Suite 300 |
| | City | Montgomery | Tallahassee | Atlanta |
| | Zip5-Zip4 (required) | 36131-2280 | 32399-4111 | 30303 |
| ARS Authorization Statement Info | Mandatory (Y or N only) | N | Y | Y |
| | Note about Mandatory Involvement State Law (for Mandatory States Only) | | Florida Statutes, Chapter 443 | the Official Code of Georgia Annotated Section 34-8-121 |
| ARS Spanish Link | Print Spanish Instructions link? (Y/N) | N | N | N |
| BRM Envelope - NVM - 9x12 This Address is | BRM Address Line 1 | 649 MONROE ST | MSC G020 | 148 ANDREW YOUNG INTERNATIONAL BLVD NE |
| | BRM Address Line 2 | RM 4427 | 107 E MADISON ST | STE 127 |
| | BRM City | MONTGOMERY | TALLAHASSEE | ATLANTA |
| | BRM NVM ZIP | 36131-2280 | 32399-9801 | 30303-9845 |

EXHIBIT H
Letter Production File Format

Page 1 of 1

NVS and NCA Production File Format

| Length | Description | Start | End |
|---------------|--|--------------|------------|
| 2 | State FIPS Numeric Code | 1 | 2 |
| 10 | UI Account Number | 3 | 12 |
| 5 | Reporting Unit Number | 13 | 17 |
| 35 | Legal Name | 18 | 52 |
| 35 | Trade Name | 53 | 87 |
| 35 | Contact (Attention) Name | 88 | 122 |
| 35 | Business Mailing Address - Secondary Address Line | 123 | 157 |
| 35 | Business Mail Address - Delivery Address Line | 158 | 192 |
| 30 | Business Mail Address--City | 193 | 222 |
| 2 | Business Mail Address--State | 223 | 224 |
| 2 | Business Mail Address--Country | 225 | 226 |
| 5 | Business Mail Address--5-Digit ZIP Code | 227 | 231 |
| 4 | Business Mail Address--ZIP Code Extension | 232 | 235 |
| | | 236 | 270 |
| 35 | Physical Location Address - Supplemental Location Information | | |
| 35 | Physical Location Address - Street Address | 271 | 305 |
| 30 | Physical Location Address - City | 306 | 335 |
| 2 | Physical Location Address - State | 336 | 337 |
| 5 | Physical Location Address - 5-Digit ZIP Code | 338 | 342 |
| 4 | Physical Location Address - ZIP Code Extension | 343 | 346 |
| | | 347 | 347 |
| 1 | Form Address Type (Source of Business Mailing Address) | | |
| 6 | NAICS Code | 348 | 353 |
| 1 | Ownership Code | 354 | 354 |
| 3 | County Code | 355 | 357 |
| | | 358 | 360 |
| 3 | Township Code for New England States and New Jersey | | |
| 1 | Blank Filler | 361 | 361 |
| | | | |
| Length | Description | Start | End |
| | Zone Code (optional, various States have this code instead of Township Code) | 362 | 365 |
| 4 | | | |
| 1 | Filler | 366 | 366 |
| 1 | MEEI Code | 367 | 367 |
| 6 | Average Monthly Employment | 368 | 373 |
| 2 | Collection Mode Indicator | 374 | 375 |
| 2 | ARS Response Code | 376 | 377 |
| 1 | ARS Form Indicator (S=NVS,M=NVM,C = NCA) | 378 | 378 |
| 35 | Reporting Unit Description (i.e., Worksite Description) | 379 | 413 |
| 5 | MAX RUN Number | 414 | 418 |
| 12 | ARSweb ID | 419 | 430 |
| 8 | ARSweb Password | 431 | 438 |

EXHIBIT I
Form Production File Format

MWR File Format Exported to Contractor – MWR Print Contractor Print File

| Position | Length | Data Element | Data Specification |
|----------|--------|--------------------------------------|---|
| 1-2 | 2 | Reference State | 2-digit State FIPS code |
| 3-12 | 10 | UI Account Number | U-I account number for MWR data |
| 13-17 | 5 | Reporting Unit Number | U-I reporting unit number (values 00000 through 99999) |
| 18-26 | 9 | Employer Identification Number (EIN) | The 9-digit EIN assigned to the employer by the Internal Revenue Service (IRS). |
| 27-61 | 35 | Trade Name | The division or subsidiary name of the establishment. |
| 62-96 | 35 | Legal Name | The Legal Name of the establishment. |
| 97-131 | 35 | Attention Name | Contact person name (drawn from the MOA Contact record) |
| 132-166 | 35 | MOA Line 1 | First street address line from mailing (master) |
| 167-201 | 35 | MOA Line 2 | Second street address line from mailing (master) |
| 202-231 | 30 | MOA City | Mailing (master) |
| 232-233 | 2 | MOA State | Mailing (master) address state postal abbreviation |
| 234-238 | 5 | MOA ZIP-5 | Standard 5-digit zip code |
| 239-242 | 4 | MOA ZIP-4 | Zip+4 extension (or last digit of Canadian zip code followed by three spaces) |
| 243-277 | 35 | PLA Line 1 | Worksite PLA street address line 1 |
| 278-312 | 35 | PLA Line 2 | Worksite PLA street address line 2 |
| 313-342 | 30 | PLA City | Worksite City |
| 343-344 | 2 | PLA State | Worksite State |
| 345-349 | 5 | PLA ZIP | Worksite ZIP |
| 350-353 | 4 | PLA ZIP +4 | Worksite ZIP extension |
| 354-388 | 35 | RUD | Worksite Description |

EXHIBIT I
Form Production File Format

| Position | Length | Data Element | Data Specification |
|----------|--------|----------------------|--|
| 389-392 | 4 | Year | Selected year for MWR forms |
| 393-393 | 1 | Quarter | Selected quarter for MWR forms (1, 2, 3, 4) |
| 394-394 | 1 | Request Type | Flag to distinguish initial mail outs from follow-ups, 1 = First mailing, 2 = Follow-up |
| 395-395 | 1 | OWN | Family ownership code, '1' = Federal, '2' = State, '3' = Local, '5' = Private |
| 396-396 | 1 | MEEI Code | Multi Establishment Employer Indicator |
| 397-402 | 6 | NAICS | Worksite's NAICS code for selected quarter |
| 403-408 | 6 | M1EMP | Worksite's first month employment for selected quarter |
| 409-414 | 6 | M2EMP | Worksite's second month employment for selected quarter |
| 415-420 | 6 | M3EMP | Worksite's third month employment for selected quarter |
| 421-430 | 10 | Quarterly Wages | Worksite's Quarterly Wages |
| 431-432 | 2 | Filler | For Future increase in the size of the Quartely Wages field. |
| 433-435 | 3 | CNTY | Worksite's county code for selected quarter |
| 436-439 | 4 | ZONE/TOWNSHIP | Worksite's sub-county zone/townships for selected quarter. The township code should populate the first 3 positions (436-438). Township codes are applicable to New England States and New Jersey. |
| 440-449 | 10 | Contact Phone | Phone number for the contact of the establishment. |
| 450-461 | 12 | MWR Web ID | MWR Web Solicitation ID |
| 462-469 | 8 | MWR Web Password | MWR Web Solicitation Password |
| 470-472 | 3 | Foreign Country Code | Future Use |
| 473-479 | 7 | Foreign Postal Code | Future Use |

EXHIBIT J
Form Collected Data File Format

MWR File Format Exported to the States – MWR Print Contractor Collected Data

the MWR Print Contract uses this format to export reporter data to the States (i.e., “detail records”). Codes in the four fields that occupy positions 309-322 are provided by EDIC for “birth” records (new establishments) and are generally not provided by reporters.

| Position | Length | Data Element | Data Specification |
|----------|--------|--------------------------------------|--|
| 1-2 | 2 | Program Code | Required. A 2-digit program code indicating the type of data being reported. 02 = MWR/QCEW |
| 3 | 1 | Record Type | Required. A 1-digit number indicating the type of reporter: 3 = PEO 4 = PPF 5 = MWR or RFEW |
| 4-5 | 2 | Reference State | Required. The 2-digit State FIPS code indicating the location of the establishment. |
| 6-15 | 10 | UI Account Number | Required. The Unemployment Insurance (UI) account number assigned to the employer by the State. Right-justified with leading zeros. |
| 16-20 | 5 | Reporting Unit Number | Required. The Reporting Unit Number (RUN) assigned by the State to distinguish between records with the same UI account number. Right-justified with leading zeros. |
| 21 | 1 | Format Type | Required. Type = D, for Detail Record. This is not the same as Record Type. |
| 22-30 | 9 | Employer Identification Number (EIN) | Required. The 9-digit EIN assigned to the employer by the Internal Revenue Service (IRS). Numeric, right justified. Zero-filled if EIN is unknown. |
| 31-65 | 35 | Trade Name | Required if Legal Name is blank. The division or subsidiary name of the establishment. "Mom's Restaurant" is an example of a trade name of ABC Enterprises. Left-justified with trailing blanks. |
| 66-100 | 35 | Street Address | The physical street address of the establishment. If provided, is abbreviated as necessary in accordance with the U.S. Postal Service's National Zip Code and Postal Service Directory. Left-justified with trailing blanks. |
| 101-130 | 30 | City | The city of the establishment. Left-justified with trailing blanks, if provided. |
| 131-132 | 2 | State | If provided, it will be a standard 2-letter Postal Service State abbreviation for the establishment. |
| 133-137 | 5 | Zip Code | If provided, the 5-digit Zip Code used by the Postal Service for the establishment. |
| 138-141 | 4 | Zip Code Extension | The 4-digit Zip Code Extension used by the Postal Service for the establishment. It is zero-filled if no Zip Code Extension is provided. |
| 142-143 | 2 | Primary Comment Code | Optional. One of the standard 2-digit comment codes used to explain flagged data, or values that differ substantially from previously reported data. Blank-filled if not used. |
| 144-145 | 2 | Secondary Comment | Optional. One of the standard 2-digit comment codes used to explain flagged data, or values that differ substantially from |

EXHIBIT J
Form Collected Data File Format

| | | | |
|---------|----|----------------------------------|---|
| | | Code | previously reported data. Blank-filled if not used. |
| 146-147 | 2 | Third Comment Code | Optional. One of the standard 2-digit comment codes used to explain flagged data, or values that differ substantially from previously reported data. Blank-filled if not used. |
| 148-151 | 4 | Reference Year | Required. The four digits of the calendar year covered by the report. |
| 152 | 1 | Reference Quarter | Required. The 1-digit number indicating the reference calendar quarter for the report. The calendar quarters are: 1 = January–March 2 = April–June 3 = July–September 4 = October–December |
| 153-187 | 35 | Legal Name | Required if Trade Name is blank. The legal or corporate name of the establishment. For example "ABC Enterprises" or "Smith Companies, Inc." Left-justified with trailing blanks. |
| 188-222 | 35 | Reporting Unit Description (RUD) | Required and must be alphanumeric for private (MWR) reporters. For DOD, NFC, and other federal reporters, may be zero-filled. Should contain a meaningful, unique description of the establishment, such as store number or plant name (e.g., Store 101, Jones River Plant). Left-justified with trailing blanks. |
| 223-228 | 6 | Month 1 Employment | Required. The number of all full- and part-time employees who worked during or received pay (subject to UI wages) for the pay period which includes the 12th of the month. Right-justified with leading zeros. |
| 229-234 | 6 | Month 2 Employment | Required. The number of all full- and part-time employees who worked during or received pay (subject to UI wages) for the pay period which includes the 12th of the month. Right-justified with leading zeros. |
| 235-240 | 6 | Month 3 Employment | Required. The number of all full- and part-time employees who worked during or received pay (subject to UI wages) for the pay period which includes the 12th of the month. Right-justified with leading zeros. |
| 241-250 | 10 | Quarterly Wages | Required. The total amount of wages (both taxable and nontaxable) paid to employees during the entire reference quarter. All numeric (no \$ signs or commas). Right-justified and filled with leading zeros. Rounded to the nearest dollar (no cents). Zero-filled if no wages were paid. |
| 251-307 | 57 | Comments | Optional. Any large changes in employment or wages due to store closings, layoffs, bonuses, seasonal changes, etc. should be explained in this field. If any units of a firm are being reported for the first time following expansion of operations or purchase of units from another firm, a description of the business activity(s) that will be conducted at each establishment should be provided. BLS will use this information in assigning industrial classification codes to the new unit(s). In addition, if units were purchased from another firm, the name of the firm, the effective date of the transaction, and the UI number of the seller, if known, should be provided. If units have been sold to another firm, the name of the firm, the effective date of the transaction, and the UI number of the |

EXHIBIT J
Form Collected Data File Format

| | | | |
|---------|----|-----------------------------------|--|
| | | | purchaser, if known, should be provided. Left-justified with trailing blanks. |
| 308 | 1 | Source Code (Data Source) | Required. The value is currently "C". This indicates data processed and edited by the EDIC. |
| 309-311 | 3 | County FIPS Code | Required for birth records. 3-digit numeric Federal Information Processing Standard (FIPS) code used to identify each establishment location or place of business. |
| 312-314 | 3 | Township Code | Required for birth records. 3-digit numeric code required in New England States and New Jersey. Used to identify township of each establishment location or place of business. |
| 315 | 1 | Ownership Code | Required for birth records. 1-digit numeric code used to identify the economic ownership of the establishment. |
| 316 | 1 | Filler | |
| 317-322 | 6 | NAICS Code | Required for birth records. 6-digit numeric code used to identify the primary activity of the establishment. |
| 323-326 | 4 | Agent Code | Record Type 4. |
| 327-330 | 4 | Initial Date of Liability - Year | The four-digit year of a firm's initial liability date. This is applicable to birth records for record types 3, 4, and 5. |
| 331-332 | 2 | Initial Date of Liability - Month | The two-digit month of a firm's initial liability date. This is applicable to birth records for record types 3, 4, and 5. |
| 333-334 | 2 | Initial Date of Liability - Day | The two-digit day of a firm's initial liability date. This is applicable to birth records for record types 3, 4, and 5. |
| 335-338 | 4 | End of Liability Date - Year | The four-digit year of a firm's end of liability date. This is applicable to death records for record types 3, 4, and 5. |
| 339-340 | 2 | End of Liability Date - Month | The two-digit month of a firm's end of liability date. This is applicable to death records for record types 3, 4, and 5. |
| 341-342 | 2 | End of Liability Date - Day | The two-digit day of a firm's end of liability date. This is applicable to death records for record types 3, 4, and 5. |
| 343-346 | 4 | Reactivation Date - Year | The four-digit year of a firm's re-activation date. This is applicable to record types 3, 4, and 5. |
| 347-348 | 2 | Reactivation Date - Month | The two-digit month of a firm's re-activation date. This is applicable to record types 3, 4, and 5. |
| 349-350 | 2 | Reactivation Date - Day | The two-digit day of a firm's re-activation date. This is applicable to record types 3, 4, and 5. |
| 351-360 | 10 | Client UI Account Number | The UI account number assigned to the client before the client entered the co-employer relationship with the Professional Employer Organization (PEO). Should be right-justified, zero-filled. |
| 361-369 | 9 | Client EIN | The EIN assigned to the client before the client entered the coemployer relationship with the Professional Employer Organization (PEO). |
| 370-379 | 10 | Client Telephone Number | The telephone number of the client. |
| 380-381 | 2 | Month Became Client | The 2-digit month that the record became a client of the PEO. |
| 382-385 | 4 | Year Became Client | The 4-digit year that the record became a client of the PEO. |

EXHIBIT J
Form Collected Data File Format

Page 4 of 4

| | | | |
|---------|----|--|---|
| 386-387 | 2 | Month Client Terminated | The 2-digit month that the record terminated being a client of the PEO. |
| 388-391 | 4 | Year Client Terminated | The 4-digit year that the record terminated being a client of the PEO. |
| 392-424 | 33 | Worksite Economic Activity Description | A description of the client worksite's economic activity. Economic activity is the principal business(es) in which the worksite is engaged. |

MWR Print Contract – FY 2011 MWR Form Print Specifications

MWR Forms

For FY 2011, there are 6 States participating in the Multiple Worksite Report (MWR) Print Contract. The following information provides an overview of the forms and print rules for FY 2011.

BLS 3020-Multiple Worksite Report

This form is sent to establishments with multiple locations within a State. Respondents are asked to provide employment and wages for their locations. They are also asked to correct/update their Business Mailing Address and/or Physical Location Addresses, if necessary.

MWR Forms

Items on the NVS form

1. Form Name and OBM Clearance
2. State Identification and Page Number
3. BLS Logo
4. Mandatory/Voluntary Statement
5. Business Mailing Address (BMA)
6. Quarterly Report Information
7. MWR Web Information
8. Go Paperless Statement
9. Worksites
10. Office Use Box
11. Contact Information
12. Instructions Page
13. Bar Code

1. Form Name and OBM Clearance

Action:

This is non-variable text that is to be printed as shown.

Example:

Multiple Worksite Report – BLS 3020

Form Approved, O.M.B. No. 1220-0134; Expiration Date: 05/31/13
In cooperation with the U.S. Department of Labor

2. State Identification and Page Number

Action:

Print the Name of the State Agency (Attachment 11) that matches the FIPs code for the UI. Print the Page number (Ex. Page 1 of 3) on top of each page.

Example:

Utana Department of Labor and Industry

3. BLS Logo

Action:

Print the Official Standard Logo for the Bureau of Labor Statistics Forms. The high-resolution image is provided as Attachment 17. The image below is only an example and is not to be used.

Example:



4. Mandatory/Voluntary Statement

Action:

Print the Mandatory/Voluntary Statement for the State of the FIPS code for that UI found in Attachment 12.

Example:

This report is mandatory under Florida Statutes, Chapter 443, and is authorized by law, 29 U.S.C. 2. Your cooperation is needed to make the results of this survey complete, accurate, and timely. Purpose, use and help information are located on the back of this form.

5. Business Mailing Address

Action:

Print Business Mailing Address and Trade Name according to USPS standards. If the Trade Name is missing, print the Legal name. The address must be printed such that when the form is folded and inserted into the envelope, the address is clearly visible through the envelope window. No other information may be visible through this window.

Attention Name
Trade Name [or Legal Name if Trade Name does not exist]
BMA Street Address Line 1
BMA Street Address Line 2
BMA City BMA State BMA 5-Digit Zip Code BMA 4-Digit Zip Extension
BMA Country

Example:

ABC CORPORATION
ATTN: JANE DOE
123 MAIN STREET
SUITE 400
ANYTOWN UA 12345-6789

6. Quarterly Report Information

Action:

Print the UI number for the business, quarter end date for the applicable quarter, and the due date.

Example:

QUARTERLY REPORT INFORMATION

UI NUMBER : 1234567890
QUARTER ENDING : March 31, 2011
DUE DATE : April 30, 2011

7. MWR Web Information

Action:

This is variable text that is to be printed in a starred box. It will contain the MWR Web ID and Password from the Print File.

Example:

```
*****  
*MWR Web INFORMATION*  
*ID: 10600000123456 *  
*Password: Aa123456 *  
*****
```

8. Go Paperless Statement

Action:

This is non-variable text that is to be printed as shown.

Example:

GO PAPERLESS! REPORT YOUR DATA ON THE WEB.
Instructions: <https://www.bls.gov/cew/cewmwr05.htm>

9. Worksites

Action:

Print Physical Mailing Address and Trade Name for each worksite in a box. If the Trade Name is missing, print the Legal name. Print boxes that can be scanned to the right of each worksite box where the respondent can enter their numeric employment and wages.

Trade Name [or Legal Name if Trade Name does not exist]
BMA Street Address Line 1
BMA Street Address Line 2
BMA City, BMA State BMA 5-Digit Zip Code - BMA 4-Digit Zip Extension

10. Office Use Box

Action:

To the left of each worksite, print the office use box.

- RUN: Reporting Unit Number
- AME: Average Month Employment
- NAICS: NAICS Code
- CTY: County Code

Print the applicable code or print "---" if blank.

EXHIBIT K

Form Print Rules

Page 4 of 5

Example:

| OFFICE USE |
|----------------------------------|
| 00001 000020 123456 123 |
| 00001 000020 123456 123 |
| 00001 000020 123456 123 |

11. Contact Information

This item is to verify the contact information from the person who is filling out the form. Print the contact name and phone number from the Print File.

Example:

CONTACT PERSON (for questions regarding this report). Please update if necessary.

Name: JANE DOE

Phone: (123) 456-7890

12. Instructions Page

Action:

Print the UI Number and the State along with the page number at the top of the instructions page. Print the Instructions and then print the State Contact information from Attachment 14 at the bottom of the instructions.

Example:

U.I. NUMBER: 1234567890 in UTANA

Page 2 of 2

[INSTRUCTIONS TEXT]

5. Using the enclosed envelope, return your completed form to:

UTANA DEPARTMENT OF LABOR AND INDUSTRY
DIVISION OF RESEARCH AND STATISTICS - ES-202
12345 CENTER STREET, ROOM 200
SOMECITY, UA 12345-9876
PHONE: 1-123-321-4321 FAX: 123-321-4421

13. Bar Code

A scannable bar code containing the FIPS (2-digits) and UI (10-digits) for that account should be printed on the form. The State FIPS code should be printed somewhere along with the barcode

Example:



99

EXHIBIT L

Form Processing Rules

MWR Contractor Collected Processing Rules

The Multiple Worksite Report forms will have the contractor address printed on the return envelope. Forms will be returned to the contractor to be opened, scanned, and stored by the contractor. The following information provides an overview of the processing rules.

Processing of MWR Forms

The contractor will open the envelopes and process the MWR forms. The MWR forms will be scanned using Intelligent Character Recognition (ICF) software and the employment and wages (numeric only) will be collected to be transmitted on the Collected Data File (Attachment 8). The bar code on the form will also be scanned and will dictate which State and UIN corresponds to the applicable employment and wages.

Scanned images will fall into 3 categories:

- Scanned Category 1: Those with NO markings outside the Employment and Wages boxes
- Scanned Category 2: Those with any writing and/or markings outside Employment and Wages boxes
- Scanned Category 3: Unable to read/scan form

All of the employment and wages from Scanned Categories 1 and 2 will be sent to BLS-Washington in the Collected Data File Format (Attachment 8) via secure FTP transmittal.

The scanned images from Scanned Category 1 and 2 should be separated by Scanned Category, indexed by UI number, and sent to BLS-Washington via secure FTP transmittal.

The NVM forms from Scanned Category 3 (unable to scan image) are returned to the appropriate state offices (**Attachment 14**) no later than the Thursday following the Collected Data file (i.e., transmittal) due date.

MWR Files – Collected Data File and Scanned Images File

MWR Collected Data Files (Attachment 8) and Scanned Images Files are to be posted on Fridays (or as otherwise scheduled).

The naming conventions of the files are listed below:

- MWR Collected Data File name:
MWRDATA.mmxxx.txt
mm = State Postal Abbreviation (i.e., California = CA)
xxx = Zero plus Transmittal number of file
- MWR Scanned Image File name:
MWRFORMS.mmxxx.txt
mm = State Postal Abbreviation (i.e., California = CA)
xxx = Zero plus Transmittal number of file

White Mail

Any response that includes “non BLS 3020” attachments will stay attached to the response form and be mailed to the appropriate State office (they can be mailed along with forms from Scanned Category 3).

EXHIBIT L

Form Processing Rules

Page 2 of 2

If the respondent includes the Cover Letter (Items 3-6) it can be discarded.

Additional Worksite Sheets

Respondents may attach a spreadsheet or other listing of their worksites in lieu of filling out the BLS 3020 form. Respondents will be directed to mail such listing back to their State, but if the respondent ignores this direction and returns a blank BLS 3020 form along with a listing to the contractor, both the blank form and the paper listing should remain together and be returned to the State with the rest of the white mail.

EXHIBIT M
Letter Print Rules

Page 1 of 4

Letter Print Specifications

1. State name and return mail address. The agency name and return address should be visible through the window on the mailing envelope.
 - a. The information in this section is found on the "State Contract Information List" spreadsheet. The Agency name is in the "General Contact Information" section, and the return mail address is located in the "ARS Return Address to print on Forms" section.
2. Business Mailing Address. This is the address which shows through the outgoing window. It is located in positions 18-235 of the CARS print file
3. Mandatory and Second Notice. If a State is listed as Mandatory "Y" on the State Contact Information List, print MANDATORY in this section. If it is the second notice, print SECOND NOTICE below mandatory. If it is the first notice, leave blank. If it is the third mailing, print THIRD NOTICE.
4. Bar code and FIPS. The bar code contains a 12 digit number that is FIPS + UI Account number. For example, if the account is 0123456789 in NY the barcode would read 360123456789.
5. Date. Print the mailing date as provided by BLS
6. State Agency Name that appears on the State Contact Information List for the body of the letters
7. Web credentials. Each respondent receives an ID and Password allowing them to use our website to respond to this survey. The log in ID and Password are located on the print file.
 - a. ID: Positions 419-430.
 - b. Password: Positions 431-438
8. Mandatory/Voluntary Statement. In some States response to this survey is required by law. The "State Contract Information List" spreadsheet designates which States are mandatory and the corresponding statement which should be printed:
9. Spanish Language Link. If a State is listed as "Y" on the State Contact Information List, for the Spanish language link, print this statement at the bottom right of the letter. If "N", leave blank.
10. Date. Print the quarter end data as provided by BLS
11. Print Instructions on the back of Letter B.

EXHIBIT M
Letter Print Rules

Page 2 of 4

Letter A









| | | |
|--|--|--|
| UTANA DEPARTMENT OF LABOR LABOR MARKET INFORMATION 456 FRONT STREET SOMECITY, UA 12345-6789 999-999-9999 |  | UNITED STATES DEPARTMENT OF LABOR Bureau of Labor Statistics Postal Square Building Suite 4840 2 Massachusetts Ave., NE Washington, DC 20212-0001 |
| | 1 | |
| JOHN SMITH - PAYROLL ABC CORPORATION 123 INCORPORATED 456 FRONT STREET SOMECITY, UA 12345-6789  | 2 | MANDATORY SECOND NOTICE |
| | | 3 |
| September 2015 | 5 | |
| Dear Employer, | 6 | |
| Every three years, Utana Department of Labor and the U.S. Bureau of Labor Statistics (BLS) request that you complete the Annual Refiling Survey to verify or provide general business information about your firm. Your cooperation is essential so that we are able to produce data that are complete, accurate and timely. | | 4 |
| To reduce costs and save tax dollars, this survey has been moved online and can be completed in 5 to 10 minutes. Please use the Web ID and password provided below to log into our secure website: https://idcfars.bls.gov | | |
| WEB ID: 99123456789 | PASSWORD: Ab123456 | 7 |
| This survey is mandatory in accordance with Utana State Law, UTA 123.456 and is authorized by 29 U.S. Code, Section 2. | | |
| The BLS-3023 form is approved with O.M.B. No. 1220-0032, in cooperation with the U.S. Department of Labor. The information collected by Utana Department of Labor and BLS will be used for statistical and Unemployment Insurance program purposes and other purposes in accordance with law. Additional information and instructions for this survey can be found at: www.bls.gov/respondents/ars | | |
| 8 | | |
| Please provide your response within 14 days. If you already submitted this report, please disregard this notice and accept our thanks for responding. | | |
| Sincerely, | | |
|  | | |
| Emily Thomas U.S. Bureau of Labor Statistics | | |
|  BUREAU OF LABOR STATISTICS U.S. DEPARTMENT OF LABOR 205356-4 | En Español: www.bls.gov/respondents/ars/espanol.pdf | 9 |

EXHIBIT M
Letter Print Rules

Page 3 of 4

Letter B

| | | | | |
|--|--|---------------------------|---|--|
| <p>UTANA DEPARTMENT OF LABOR LABOR MARKET INFORMATION 456 FRONT STREET SOMECITY, UA 12345-6789</p> | | <p>1</p> |  | <p>UNITED STATES DEPARTMENT OF LABOR Bureau of Labor Statistics Postal Square Building Suite 4840 2 Massachusetts Ave., NE Washington, DC 20212-0001</p> |
| <p>JOHN SMITH - PAYROLL ABC CORPORATION 123 INCORPORATED 456 FRONT STREET SOMECITY, UA 12345-6789</p> | | <p>2</p> | <p>MANDATORY SECOND NOTICE</p> | |
| <p>September 25, 2015</p> | | <p>5</p> |  | |
| <p>Dear Employer,</p> | | <p>6</p> | <p>99</p> | |
| <p>Every three years, Utana Department of Labor and the Bureau of Labor Statistics (BLS) request that you verify general business information about your firm to help us maintain accurate records. Your cooperation is essential so that we are able to produce data that are complete, accurate, and timely.</p> | | <p>4</p> | | |
| <p>To reduce costs and save tax dollars, the Industry Verification Form has been moved online and can be completed in about fifteen minutes. To further reduce costs, the Industry Verification web system was developed alongside the existing web system for the Multiple Worksite Report, BLS-3020, which you also file for your firm.</p> | | | | |
| <p>Please use the user ID and password below to log into our secure website: https://idcf.bls.gov/</p> | | | | |
| <p>USER ID: 99123456789</p> | | <p>PASSWORD: Ab123456</p> | | <p>7</p> |
| <p>You will find detailed reporting instructions on the back of this letter.</p> | | | | |
| <p>This survey is mandatory in accordance with Utana State Law, UTA 123.456 and is authorized by 20 U.S. Code, Section 2.</p> | | <p>8</p> | | |
| <p>The Industry Verification Form, BLS-3023 is approved with O.M.B No. 1220-0032, in cooperation with the U.S. Department of Labor. The information collected by Utana Department of Labor and BLS will be used for statistical and Unemployment Insurance program purposes and other purposes in accordance with law. Additional information regarding this survey can be found at: www.bls.gov/respondents/ars/</p> | | | | |
| <p>Please provide your response by October 31, 2015. Thank you in advance for your cooperation.</p> | | | | |
| <p>Sincerely,</p> | | <p>10</p> | | |
|  | | | | |
| <p>Emily Thomas U.S. Bureau of Labor Statistics</p> | | | | |
|  | | | | |

Letter B - Print Rules

Instructions:

1. Log into the secure website at <https://idcf.bls.gov> using the User ID and Password on the front side.
2. Follow the system prompts to set up your permanent account by choosing a new password and taking note of your new User ID.
3. Verify your contact information.
4. In the dropdown box next to 'Please select a survey,' select the **Multiple Worksite Report** and click *Continue*.

Note: Each time you log back in, you must select the Multiple Worksite Report from this page in order to continue to the Industry Verification Form. This step is necessary due to these surveys' joint web development.
5. On the following page, select the button for **Industry Verification** and click *Continue*.
6. You can now select your UI Account Number and click *Continue* to fill out the Industry Verification Form.
7. After answering all of your Industry Verification questions, you will reach the Summary Page. Click *Submit Data to BLS* and your Industry Verification Form is complete.
8. The website will continue directly into the Multiple Worksite Report. Click the *Logout* link at the top right corner of the page and close your browser.

Note: You may have already completed your Multiple Worksite Report on paper for this quarter, but if you prefer online reporting, you can also click *Continue* and file your Multiple Worksite Report online. If you choose this option, you will no longer receive a paper Multiple Worksite Report in the mail each quarter. You will be set up to receive email reminders for filing this quarterly report online.

ATTACHMENT 1
Confidentiality and Security Requirements

Page 1 of 8

ATTACHMENT 1

Page 1 of 8

Bureau of Labor Statistics
Print Contract Confidentiality and Security Requirements

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

The parties understand and agree to the following:

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

ATTACHMENT 1
Confidentiality and Security Requirements

Page 2 of 8

ATTACHMENT 1

Page 2 of 8

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

ATTACHMENT 1
Confidentiality and Security Requirements

Page 3 of 8

ATTACHMENT 1

Page 3 of 8

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

ATTACHMENT 1
Confidentiality and Security Requirements

Page 4 of 8

ATTACHMENT 1

Page 4 of 8

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

ATTACHMENT 1
Confidentiality and Security Requirements

Page 5 of 8

ATTACHMENT 1

Page 5 of 8

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

ATTACHMENT 1
Confidentiality and Security Requirements

Page 6 of 8

ATTACHMENT 1

Page 6 of 8

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

TECHNOLOGY SECURITY REQUIREMENTS:

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

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

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

ATTACHMENT 1

Confidentiality and Security Requirements

Page 7 of 8

ATTACHMENT 1

Page 7 of 8

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

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

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

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

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

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

ATTACHMENT 1
Confidentiality and Security Requirements

Page 8 of 8

ATTACHMENT 1

Page 8 of 8

6. **Boundary Protection:** The contractor shall define a logical perimeter of any system involved in the storage, processing, or collection of BLS data, which is roughly those devices and data paths under the contractor's direct control but having interfaces to or being accessible by devices or from data paths not under the contractor's direct control. The contractor shall implement system protections to protect this logical perimeter as a first line of defense against malicious and inappropriate access. The contractor shall follow NIST Special Publication 800-47, *Security Guide for Interconnecting Information Technology Systems*; NIST Special Publication 800-94, *Guide to Intrusion Detection and Prevention Systems*; and related standards.
7. **Security Documentation:** The contractor shall develop and deliver all security documentation as required by NIST Special Publication 800-53 during the Base Period. Contingent upon Government exercise of option periods, the contractor shall update the document during each exercised option period to reflect annual rollover and related system changes, in accordance with the required BLS delivery schedule. The contractor shall update the document in the event of any major system changes, incident reports, newly discovered vulnerabilities, or weakness mitigations. The contractor shall produce additional security documentation in line with NIST Special Publication 800-53 upon request by the COR for no additional cost to the Government.

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

SEC. 501. SHORT TITLE.

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

SEC. 502. DEFINITIONS.

As used in this title:

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

ATTACHMENT 2

Page 2 of 5

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

SEC. 503. COORDINATION AND OVERSIGHT OF POLICIES.

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

SEC. 504. EFFECT ON OTHER LAWS.

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

ATTACHMENT 2

Page 4 of 5

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

SUBTITLE A – CONFIDENTIAL INFORMATION PROTECTION

SEC. 511. FINDINGS AND PURPOSES.

- (a) Findings. – The Congress finds the following:

- (1) Individuals, businesses, and other organizations have varying degrees of legal protection when providing information to the agencies for strictly statistical purposes.
- (2) Pledges of confidentiality by agencies provide assurances to the public that information about individuals or organizations or provided by individuals or organizations for exclusively statistical purposes will be held in confidence and will not be used against such individuals or organizations in any agency action.
- (3) Protecting the confidentiality interests of individuals or organizations who provide information under a pledge of confidentiality for Federal statistical programs serves both the interests of the public and the needs of society.
- (4) Declining trust of the public in the protection of information provided under a pledge of confidentiality to the agencies adversely affects both the accuracy and completeness of statistical analyses.
- (5) Ensuring that information provided under a pledge of confidentiality for statistical purposes receives protection is essential in continuing public cooperation in statistical programs.

- (b) Purposes. – The purposes of this subtitle are the following:

- (1) To ensure that information supplied by individuals or organizations to an agency for statistical purposes under a pledge of confidentiality is used exclusively for statistical purposes.
- (2) To ensure that individuals or organizations who supply information under a pledge of confidentiality to agencies for statistical purposes will neither have that information disclosed in identifiable form to anyone not authorized by this title nor have that information used for any purpose other than a statistical purpose.
- (3) To safeguard the confidentiality of individually identifiable information acquired under a pledge of confidentiality for statistical purposes by controlling access to, and uses made of, such information.

ATTACHMENT 2

Page 5 of 5

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

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

SEC. 513. FINES AND PENALTIES.

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

Approved December 17, 2002.

ATTACHMENT 3 BLS Agent Agreement

Page 1 of 2

BLS AGENT AGREEMENT

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

ATTACHMENT 3
BLS Agent Agreement

Page 2 of 2

7. I, [Name of Agent], certify that I currently am an employee of the Contractor, and I will notify the BLS if I should no longer be affiliated with the Contractor or of any change of status with the Contractor.

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

[Name of Agent]
[Agent's Organization]

[Name of BLS Official]
Bureau of Labor Statistics

ATTACHMENT 4
Mailing Permit Instructions

Page 1 of 3

5/31/2016

Contract Printer – Business Reply Mail

A. BLS Mail Representative:

LaChelle Bynum: 202-691-5344. Bynum_L@bls.gov

B. Permit Numbers and BLS CRID#:

1. BRM Program Permit Number: **1791**
2. BLS CRID Number: **3237388**

Instructions for setting up a Business Reply Mail (BRM) account are as follows:

- C. BLS representative forwards the BRM permit number, sales receipt, and letter of authorization to the **known contract printer**.**
- D. Contract printer representative should:**
1. Determine if the post office uses the Postal One System?
 - If yes, files the PS 3615.
 - If no, immediately contacts the BLS representative. The BLS representative may direct you to locate a post office within your area that is using the Postal One System or advise you on where the BRM should be returned.
 2. Complete a PS 3615, Mailing Permit Application and Customer Profile, application. A copy of the form may be downloaded from the USPS website (<http://www.usps.com/forms/pdf/ps3615.pdf>).
 3. Present two picture IDs and the PS 3615 form, the copy of the sales receipt, and the letter of authorization (Attachment B) provided by the National Office to the local postal representative. The sales receipt is proof that the number was obtained in Washington, DC, and that the application fee was paid in full. If the local post office cannot use the BRM number that you presented, contact the BLS representative.
 4. Request a zip+4 code, a camera ready copy of the BRM artwork, and a Postage Due number (the account number starts with a 9).
 5. Inform the postal representative that the BRM accounting fee will be paid by CAPS. If the post office is not in agreement with this payment method, then you should consolidate the accounting fee in the printing and mail cost invoice.
 6. Forward postal transactions information received to the BLS contact such as a BRM three-digit add-on and the postage due number.
 7. Design BRM envelopes according to USPS regulations with the new permit number preprinted on them.
 8. Confirm with BLS that there is adequate money in CAPS to perform the mailing.

ATTACHMENT 4
Mailing Permit Instructions

Page 2 of 3

5/31/2016

Contract Printer – Permit Imprint Mail

Instructions for setting up a Permit Imprint Mail account are as follows:

- A. BLS Mail Representative:
- LaChelle Bynum: 202-691-5344. Bynum_L@bls.gov
- B. Permit Numbers and BLS CRID#:
1. Permit Imprint Number used in last Contract (contractor will need to see if it available at new post office: **1766**
 2. BLS CRID Number: **3237388**
- C. BLS representative will request a **known contract printer** to establish a permit imprint account on behalf of BLS at the local Postal Office.
- D. Contract printer's representative should:
1. Determine if the post office uses the Postal One System?
 - If yes, file the PS 3615
 - If no, immediately contacts the BLS representative. The BLS representative may direct you to locate a post office within your area that is using the Postal One System.
 2. Complete a PS 3615, Mailing Permit Application and Customer Profile, application. See sample copy, Attachment A. A copy of the form may be downloaded from the USPS website (<http://www.usps.com/forms/pdf/ps3615.pdf>).
 3. Present two picture IDs and the PS 3615 form, the copy of the sales receipt, and the letter of authorization (Attachment B) provided by the National Office to the local postal representative. The sales receipt is proof that the number was obtained in Washington, DC, and that the application fee was paid in full. If the local post office cannot use the BRM number that you presented, contact the BLS representative.
 4. Inform the local postal representative that the account is being requested by the Bureau of Labor Statistics (BLS) but it will be used by (contract printer *name*) to mail on behalf of the BLS.
 5. Consolidates the application fee (\$185) and annual mailing fee (\$185) into the contract printing and mail cost.
 6. Send a copy of the postal transaction information to the BLS representative, who will add the information to the BLS CAPS account.
 7. Confirm with BLS that there is adequate money in CAPS to perform the mailing
 8. Design the mail piece or envelopes according to USPS regulations with the new permit number preprinted on them. Below is a sample indicia format.

ATTACHMENT 4
Mailing Permit Instructions

Page 3 of 3

5/31/2016

| |
|---|
| First-Class Mail Postage & Fees Paid City, State Permit No. - - - - |
| Presorted First-Class Mail Postage & Fees Paid City, State Permit No. - - - - |