

PROGRAM: 359-S										
TITLE: Current Employment Statistics Survey Mailers										
AGENCY: Department of Labor Bureau of Labor Statistics (BLS)										
TERM: Beginning June 1, 2017 and ending July 31, 2018										
			GRAY GRAPHICS		MPM COMMUNICATIONS,		NPC, INC.		PINNACLE DATA SYS.	
			Capitol Heights, MD		Waldorf, MD		Claysburg, PA		Suwanee, GA	
			BASIS OF							
			AWARD	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	
I. PROOFS AND PRIOR TO PRODUCTION SAMPLES:										
(a)	Digital Content Proofs.....per trim/page-size unit.....	240	3.00	720.00	20.00	4,800.00	1.25	300.00	N/C	0.00
(b)	Prior to Production Samples....per order.....	1	500.00	500.00	1,000.00	1,000.00	2,000.00	2,000.00	250.00	250.00
II. PRINTING, IMAGING, BINDING AND CONSTRUCTION:										
(a)	CES Form: Printing and imaging in black, including binding.....									
per page.....									
(1)	Make ready and/or Setup	1,008	150.00	151,200.00	6.00	6,048.00	9.94	10,019.52	N/C	0.00
(2)	Running Per 100 Copies	5,033	5.00	25,165.00	1.50	7,549.50	4.80	24,158.40	3.00	15,099.00
(b)	CES Postcard: Printing and imaging in black, including binding.....									
per card.....									
(1)	Make ready and/or Setup	12	50.00	600.00	1,000.00	12,000.00	550.00	6,600.00	N/C	0.00
(2)	Running Per 100 Copies	6000	3.50	21,000.00	3.00	18,000.00	5.50	33,000.00	4.00	24,000.00
(c)	4-1/8 x 9-1/2" (No. 10) with double window envelope: Printing mailing									
	indicia and security design in black ink, including construction.....									
per envelope.....									
(1)	Make ready and/or Setup	12	100.00	1,200.00	200.00	2,400.00	84.00	1,008.00	N/C	0.00
(2)	Running Per 100 Copies	1039	8.00	8,312.00	6.47	6,722.33	10.00	10,390.00	1.80	1,870.20
(d)	9 x 12" with double window envelope: Printing mailing indicia and									
	security design in black ink, including construction.....									
per envelope.....									
(1)	Make ready and/or Setup	12	150.00	1,800.00	300.00	3,600.00	84.00	1,008.00	N/C	0.00
(2)	Running Per 100 Copies	55	15.00	825.00	21.67	1,191.85	25.00	1,375.00	9.00	495.00
III. GATHERING AND INSERTING:										
(a)	Four-Page CES Form Package: Folding and inserting into 4-1/8" x 9-1/2"									
	(No. 10) double window envelope.....per 100 packages.....	1039	5.00	\$5,195.00	3.00	3,117.00	21.00	21,819.00	2.50	2,597.50
(b)	All Other CES Form Packages: Gathering and inserting flat into 9 x 12"									
	double window envelope.....per 100 packages.....	55	15.00	\$825.00	35.00	1,925.00	110.00	6,050.00	20.00	1,100.00
CONTRACTOR TOTALS				\$217,342.00		\$68,353.68		\$117,727.92		\$45,411.70
DISCOUNT				2.00%	\$4,346.84	0.00	0.25%	\$294.32	1.00%	\$454.12
DISCOUNTED TOTALS				\$212,995.16		\$68,353.68		\$117,433.60		\$44,957.58
										AWARDED

PROGRAM: 359-S (Cont')											
TITLE: Current Employment Statistics Survey Mailers											
AGENCY: Department of Labor Bureau of Labor Statistics (BLS)											
TERM: Beginning June 1, 2017 and ending July 31, 2018											
			PRESORT, INC.			WBC, INC./DBA/LITHEXCEL		THE DATA CENTER, LLC.		CURRENT CONTRACTOR	
			St. Louis, MO			Albuquerque, NM		Salt Lake City, UT		The Data Center	
			BASIS OF								
			AWARD	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST
I. PROOFS AND PRIOR TO PRODUCTION SAMPLES:											
(a)	Digital Content Proofs.....per trim/page-size unit.....	240	3.25	780.00	10.00	2,400.00	0.00	0.00	6.00	1,440.00	
(b)	Prior to Production Samples....per order.....	1	25.00	25.00	350.00	350.00	0.00	0.00	250.00	250.00	
II. PRINTING, IMAGING, BINDING AND CONSTRUCTION:											
(a)	CES Form: Printing and imaging in black, including binding.....										
per page.....										
(1)	Makeready and/or Setup	1008	0.75	756.00	3.00	3,024.00	0.00	0.00	10.00	10,080.00	
(2)	Running Per 100 Copies	5033	6.00	30,198.00	2.00	10,066.00	8.60	43,283.80	1.725	8,681.93	
(b)	CES Postcard: Printing and imaging in black, including binding.....										
per card.....										
(1)	Makeready and/or Setup	12	25.00	300.00	10.00	120.00	0.00	0.00	10.00	120.00	
(2)	Running Per 100 Copies	6000	4.50	27,000.00	4.00	24,000.00	4.90	29,400.00	3.70	22,200.00	
(c)	4-1/8 x 9-1/2" (No. 10) with double window envelope: Printing mailing										
	indicia and security design in black ink, including construction.....										
per envelope.....										
(1)	Makeready and/or Setup	12	N/C	0.00	20.00	240.00	0.00	0.00	0.00	0.00	
(2)	Running Per 100 Copies	1039	4.65	4,831.35	3.90	4,052.10	4.00	4,156.00	5.50	5,714.50	
(d)	9 x 12" with double window envelope: Printing mailing indicia and										
	security design in black ink, including construction.....										
per envelope.....										
(1)	Makeready and/or Setup	12	N/C	0.00	60.00	720.00	0.00	0.00	0.00	0.00	
(2)	Running Per 100 Copies	55	30.22	1,662.10	16.90	929.50	12.319	677.55	12.70	698.50	
III. GATHERING AND INSERTING:											
(a)	Four-Page CES Form Package: Folding and inserting into 4-1/8" x 9-1/2"										
	(No. 10) double window envelope.....per 100 packages.....	1039	5.00	5,195.00	3.90	4,052.10	4.365	4,535.24	4.50	4,675.50	
(b)	All Other CES Form Packages: Gathering and inserting flat into 9 x 12"										
	double window envelope.....per 100 packages.....	55	10.00	550.00	9.20	506.00	12.60	693.00	13.00	715.00	
CONTRACTOR TOTALS				\$71,297.45		\$50,459.70		\$82,745.58		\$54,575.43	
DISCOUNT				0.00%	0.00	1.00%	\$504.60	0.00%	0.00	1.00%	\$545.75
DISCOUNTED TOTALS				\$71,297.45		\$49,955.10		\$82,745.58		\$54,029.68	

U.S. GOVERNMENT PUBLISHING OFFICE

Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Current Employment Statistics Survey Mailers

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

Department of Labor
Bureau of Labor Statistics (BLS)

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning June 1, 2017 and ending July 31, 2018 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.

NOTE: The first two print orders placed will require the contractor to submit proofs and prior to production samples, and perform a "test run." These requirements will take place after award through July 31, 2017; actual live production begins August 1, 2017.

BID OPENING: Bids shall be publicly opened at 11:00 a.m., prevailing Washington, DC time, on May 10, 2017.

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: CSPA, 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. Contractor is to follow the instructions in the Bid Submission/Opening area. If further instruction or assistance is required, call (202) 512-0526.

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

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

For information of a technical nature, contact Rebecca Swan at rswan@gpo.gov or (202) 512-1239.

SECTION 1. – GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (Rev. 8-02)).

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 predominant production functions are the imaging of the CES Forms and CES Postcards, the gathering and inserting of the CES Forms into the mail-out envelopes, and mailing of the CES Forms and CES Postcards. Any bidder who cannot perform the predominant production functions will be declared non-responsible.

The contractor shall be responsible for enforcing all contract requirements outsourced to a subcontractor.

If the contractor uses a subcontractor for the imaging and construction of the envelopes, it is the responsibility of the contractor to ensure that the envelopes are to specification, will work in the contractor's machines, and are USPS compliant.

If the contractor uses a subcontractor for the verifying and updating of the furnished mailing addresses (for distribution) with the USPS' National Change of Address (NCOA) file, the contractor must disclose the name of the subcontractor in the Mail Plan.

If the contractor needs to add a subcontractor at any time after award, the subcontractor must be approved by the Government prior to production starting in that facility. If the subcontractor is not approved by the Government, then the contractor must submit new subcontractor's information to the Government for approval 30 calendar days prior to the start of production at that facility.

If the contractor plans to enter into a "Contractor Team Arrangement", or Joint Venture, to fulfill any requirements of this contract, all parties must comply with the terms and regulations as detailed in the Printing Procurement Regulation (GPO Publication 305.3; Rev-2-11).

NOTE: All subcontractors must comply with all security provisions as specified under "SECURITY REQUIREMENTS," "WARNING," and "PRIVACY ACT NOTIFICATION."

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

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

P-7. O.K. Prior to Production Samples; O.K. Proofs; Average Type Dimension; Electronic Media.

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

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

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

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from June 1, 2017 to July 31, 2018 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.

NOTE: *The term of the first contract year (base year) is expected to be approximately 14 months; however, the Economic Price Adjustment will be based on the date of actual production. Actual production begins August 1, 2017.*

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

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending three (3) months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending April 30, 2017, 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: Protection of Confidential Information:

The contractor shall abide by the BLS Confidentiality and Security Requirements, Confidential Information Protection and Statistical Efficiency Act of 2002, and the BLS Agent Agreement (See Attachment 1 through Attachment 3).

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

The preaward survey will include a review of all subcontractors involved, along with their specific functions; and the contractor's quality control/recovery plan, mail, material, personnel, production, and security plans as required by this specification.

PRODUCTION PLANS: The contractor shall present, in writing, the below listed plans to the Contracting Officer within three (3) workdays of being notified to do so by the Contracting Officer or his/her representative. The workday after notification to submit will be the first day of the schedule.

THE PROPOSED PLANS ARE SUBJECT TO REVIEW AND APPROVAL BY THE GOVERNMENT, AND AWARD WILL NOT BE MADE PRIOR TO APPROVAL OF SAME.

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 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 Survey Mailers 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.

In the event that there are problems with the production process, such as equipment malfunctions, personnel shortages, etc. that may impact the production schedule, the contractor must immediately notify the Bureau of Labor Statistics by contacting Tony Gomes at (202) 691-6532 or Nicholas Johnson at (202) 691-7870.

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

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 mail will be mailed using the contractor's mailing indicia that has been linked into the agency's Centralized Account Processing System (CAPS) program. The Government will be responsible for ALL USPS mailing costs, however, the contractor will be responsible for costs incurred for obtaining a permit number for the outgoing mail and an account set-up fee. (See "DISTRIBUTION".)

NOTE: If the contractor subcontracts for the NCOA verification/updating of furnished mailing addresses, the contractor must disclose the name of the subcontractor in the mail plan.

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 pickup/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 Survey Mailers (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 Mailers.
- Information Technology Security -- The contractor must submit an information technology system security plan as it related to BLS data storage and processing that summarizes the physical and logical protections that are in place at the designated printing location, including audit mechanisms used to ensure that these security measures are fully implemented.

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.

Option Years: For each option year that may be exercised, the contractor will be required to re-submit, in writing, the above plans detailing any changes and/or revisions that may have occurred. The contractor should be prepared to submit these revised plans at each year's meeting (See "PREPRODUCTION MEETING" below). THE REVISED PLANS ARE SUBJECT TO GOVERNMENT APPROVAL. If the 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.

POSTAWARD CONFERENCE: Unless waived by the Contracting Officer, the total requirements of the job as indicated in these specifications will be reviewed by Government representatives with the contractor's representatives at the U.S. Government Publishing Office, Washington, DC, immediately after award. At the option of the Government, the postaward conference may be held via teleconference.

PREPRODUCTION MEETING: The Government's representatives may request preproduction meeting(s) with the contractor's representatives to be held at the contractor's facility at any time 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(s) may be held via teleconference.

The print order and electronic media will be made available at this meeting. If this meeting is waived by the Government, the print order and electronic media will be available for pickup at the address under "SCHEDULE."

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

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

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from June 1, 2017 through July 31, 2018, 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.

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/her education, financial transactions, medical history, and criminal or employment history and that contains his/her name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.

- (3) “System of records” on individuals means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

PAYMENT:

Submitting all invoices for payment via the GPO fax gateway (if no samples are required) utilizing the GPO barcode coversheet program application is the fastest method of getting paid. The information for using this method can be found at the following web address:
<https://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html>.

Invoices may also be mailed to: U.S. Government Publishing Office, Office of Financial Management, Attn: Comptroller, Stop: FMCE, Washington, DC 20401. For more information about the billing process refer to the General Information of the Office of Finance web page located at <http://www.gpo.gov/finance/index.htm>.

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

SECTION 2. – SPECIFICATIONS

SCOPE: These specifications cover the production and mailing of the Current Employment Statistics (CES) Survey Mailers consisting of forms (comprised of cover letters, instructions, data capture forms, and thank you notes), postcards, and mail-out envelopes requiring such operations as: electronic prepress, printing and variable imaging, binding, construction, and mailing.

TITLE: Current Employment Statistics Survey Mailers.

OVERVIEW: The CES Survey collects monthly data on employment, payroll, and hours from about 150,000 business establishments in the 50 States and the District of Columbia (DC).

NOTE: During the term of the contract, BLS anticipates participation of multiple collection locations (Atlanta, Dallas, Kansas City, Fort Walton Beach, FL and Washington, DC).

FREQUENCY OF ORDERS:

If required, the first print order placed will be for proofs and prior to production samples only. If required, the second print order placed will be a “test run” order. The test run will be for a very small quantity (approximately 50 to 100 copies) designed to test all aspects of the job prior to the full production order.

NOTE: The Government may waive the proofs, prior to production samples, and test run 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 item(s) required.

The remaining print orders placed will be for the actual production and distribution of the CES Survey mailers and postcards.

1. Monthly Order: CES Forms

Once each month, CES must mail new survey forms. The basic report form consists of a one-page cover letter, a one-page instruction sheet, a one-page data capture form, and a one-page “thank you” note. Because CES collects somewhat different data elements in various major industries, there are six (6) variants of the CES form. In addition, some respondents receive two (2) copies of the data capture form. These are firms that have two (2) payroll groups. Some of the pre-printed information on the form is dependent on the mode of reporting. Some respondents report for multiple locations and receive separate data capture forms, one for each location. All locations for a single respondent must be included in a single package.

NOTE: For the purpose of this contract, all references to “forms” is all-inclusive for letters, instruction sheets, data capture forms, and thank you notes.

2. Monthly Order: CES Postcards

Some respondents will need monthly postcard reminders.

NOTE: There are six (6) variants of the CES form. These different variants are listed below as Forms A, B, C, E, G and S.

Form Types

Form A	=	Mining
Form B	=	Construction
Form C	=	Manufacturing
Form E	=	Services
Form G	=	Government
Form S	=	Education

Both forms and postcards will be printed on behalf of the following data collection sites:

Data Collection Sites

<u>Data Collection Site</u>	<u>Data Collection Site Code</u>	<u>Collection Method Indicator (CMI)</u>
Atlanta, GA	84	00
Dallas, TX	86	00
Kansas City, MO	87	00
Fort Walton Beach, FL	89	00
Washington, DC		
TDE (Touchtone Data Entry)	91	03
Web	94	16

QUANTITY:

CES Form Packages:

January: Approximately 55,000 to 60,000 mailers per order.
February through December: Approximately 4,500 to 6,500 mailers per order.

CES Postcards: Approximately 30,000 to 75,000 postcards per order.

Below are estimated percentages only (based on historical data) for both forms and postcards to be printed and mailed monthly for each data collection site:

<u>Data Collection Site</u>	<u>CES Forms</u>		<u>CES Postcards</u>
	January Only	February - December	All Months
Atlanta		23%	21%
Dallas		15%	15%
Kansas City		39%	37%
Fort Walton Beach		23%	25%
Washington			
TDE	12%	0%	2%
Web	88%	0%	0%

NOTE: For each form type, an additional form is needed if the firm has multiple payrolls. Typically, about 2% of reports or forms mailed out have multiple (up to two only) payrolls.

NUMBER OF PAGES:

CES Form: 4 to 24 pages per order.

The number of pages for each package will vary depending on the number of locations the respondent reports for and also on whether or not the firm has a single or multiple payrolls. The minimum number of pages will be four, or one 17" x 11" sheet. The maximum number of pages will be approximately 24, or six 17" x 11" sheets.

NOTE: The majority of packages will be 4 pages.

NOTE: If a respondent needs more than one form type, for example a Services industry form and a Manufacturing industry form then each form must be preceded by a single industry-specific instructions page.

CES Postcard: Face and back.

TRIM SIZES:

CES Form: 1 to 6 17 x 11" leaves folded down to 8-1/2 x 11".

CES Postcard: 4-1/4 x 5-1/2".

Envelopes: 4-1/8 x 9-1/2" (No. 10) with double window or 9 x 12" with double window.

GOVERNMENT TO FURNISH: Electronic media of will be furnished as follows:

Platform: Windows 7 Enterprise

Storage Media: E-mail; FTP.

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

Software: Adobe Acrobat XI, 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. For PDF files, fonts are embedded.

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.

BLS will transmit files with employer information to the contractor electronically using secure communications.

Electronic media for the postal requirements via contractor's FTP. NOTE: There will be four different return addresses.

Data format specifications for form printing to be used as a guide only via contractor's FTP.

Templates for the cover letters, instructions pages, thank you page, each version of the CES Survey Form (including Single Payroll and Multi-Payroll), and the postcard template will be furnished after award. The production database for the CES Forms and CES Postcards will also be provided after award. Both will be provided via contractor's FTP.

Updated Form production database files (See Appendix 1 for file form format) for each production of the CES Forms mail-out. Updated Postcard production database files (See Appendix 2 for file form format) for each production of the CES Postcard mail-out. These databases will also contain the various "fills" to be used for each bookmark on the form and postcard. Additional information of the breakdown of files will be furnished after award. These items will be provided via contractor's FTP.

Test (non-production) database files will be provided for testing prior to production via contractor's FTP.

GPO Form 892 proof prior to production sample label.

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

EXHIBITS: The facsimiles shown as Exhibits A through G 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: Sample Cover Letter
- Exhibit B: Sample Thank You Page
- Exhibit C: Sample Instructions Page
- Exhibit D: Sample Form
- Exhibit E: Sample Multi-Payroll Form
- Exhibit F: Sample Postcard Front
- Exhibit G: Sample Postcard Back

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

The contractor must be able to accept files electronically via a contractor-hosted FTP server. Appropriate log-on instructions and protocol must be provided at time of award. The contractor must provide necessary security for the FTP site, which at a minimum, must have a unique user ID and password. The transmissions will be encrypted using PGP software. The contractor will have the FTP site available for testing and furnish BLS with their key within 30 *calendar* days of notification of award.

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 Tony Gomes at (202) 691-6532 or Nicholas Johnson at (202) 691-7870 (Contact names and phone numbers may be changed by the Government).

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 each order, the contractor must furnish final production native application files (digital deliverables). 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, Adobe Acrobat Portable Document Format (PDF) files, or any proprietary file formats other than those supplied, unless specified by the Government. NOTE: The Government will accept PDF files as digital deliverables when furnished by the Government.

PROOFS: For the first print order only.

Two (2) sets of digital content proofs of each item. 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.

The contractor must submit proofs for each different form type as specified under “FREQUENCY OF ORDERS, Form Types”, and for each different data collection site as specified under “FREQUENCY OF ORDERS, Data Collection Sites.”

The contractor must submit proofs for each different postcard for each different data collection site as specified under “FREQUENCY OF ORDERS, Data Collection Sites.”

NOTE: Proofs of the envelopes are not required.

If any contractor's errors are serious enough in the opinion of the Government 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: For the first print order only.

Prior to the commencement of production of the contract production quantity, the contractor shall submit copies to the Department of Labor, Bureau of Labor Statistics, Attn: Tony Gomes, Room 4860, 2 Massachusetts Avenue, NE, Washington, DC 20212-0001. The container and accompanying documentation shall be marked "PREPRODUCTION SAMPLES" and shall include the GPO jacket, purchase order, and program numbers. The copies must be submitted in sufficient time to allow Government testing of the copies and production and shipment in accordance with the shipping schedule.

CES Forms:

The prior to production requirement for this contract is not less than two (2) printed packages for each different form specified in the table under "QUANTITY." One set shall be for the Single Payroll and one set for the Multi-Payroll.

The sample package shall consist of:

Sample 1 (Single Payroll): one (1) each of the six (6) form types shown in the table under "FREQUENCY OF ORDERS, Form Types."

Sample 2 (Multi-Payroll): one (1) each of the six (6) form types shown in the table under "FREQUENCY OF ORDERS, Form Types", except for form types G and S where it is not applicable.

CES Postcards:

The prior to production requirement for this contract is not less than five (5) printed postcards for each different data collection site as specified under "FREQUENCY OF ORDERS, Data Collection Sites".

All samples will be inspected and tested and must comply with the specifications as to construction, kind, and quality of materials. Samples must be printed in the required stock for that item as specified under "STOCK/PAPER."

The contractor must submit the copies within five (5) workdays of receipt of "O.K. to print" on proofs.

The Government will approve, conditionally approve, or disapprove the copies 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 copies are disapproved by the Government, the Government, at its option, may require the contractor to submit additional copies for inspection and test, in the time and under the terms and conditions specified in the notice of rejection. Such additional copies 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 copies required.

In the event that the copies 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 copies 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 copies submitted is at the contractor’s risk. Copies will not be returned to the contractor.

All costs, including the costs of all copies, shall be included in line item I.(b) in the “SCHEDULE OF PRICES.”

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

TEST RUN: The test run will be for a very small quantity (approximately 50 to 100 copies) designed to test all aspects of the job prior to the full production order.

Using the furnished files, the contractor is required to print, bind, gather, and insert the test mailers in accordance with the specifications in SECTION 2 of this contract. **DO NOT SEAL MAIL-OUT ENVELOPES.**

NOTE: The contractor will not be required to furnish proofs or prior to production samples for the test run.

The contractor is to pack suitably all the mailers into a shipping container.

Deliver the test mailers to the Department of Labor, BLS/CES, Attn: Tony Gomes, Room 4860, 2 Massachusetts Avenue, NE, Washington, DC 20212-0001.

The contractor must complete production and distribution of the test mailers within five (5) workdays of receipt of notification of availability of print order and electronic media.

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.

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

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

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

CES Postcards: Yellow Index, basis weight: 110 lbs. per 500 sheets, 25-1/2 x 30-1/2”, equal to JCP Code K10.

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

PRINTING AND VARIABLE IMAGING:

CES Forms: Print face and back in black ink. Printing consists of text/line matter and agency logo/seal. Variable image face and back in black ink. Variable imaging consists of text matter only.

The contractor will use Government furnished “respondent information” contained in the form database to print CES Forms.

Page 1 of the form package will contain a letterhead and signature. The signature and return address for each data location site will be different. (NOTE: Throughout the term of the contract, the signature(s) may change.)

CES Postcards: Print face and back in black ink. Printing consists of text/line matter. Variable image face and back in black ink. Variable imaging consists of text matter only.

NOTE: A single postcard is sent to each individual respondent, regardless of how many locations the respondent reports for. That is, the production postcard databases should not contain any duplicate respondent.

Envelopes: Print face only (after construction) in black ink. Printing will consist of the mailing indicia.

Security Design: Print or tint envelope on the inside (back before manufacture) in black ink (lining not acceptable). Contractor may use his own design but must guarantee that the product will ensure complete opacity and prevent show through of any material contained therein.

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

NOTE: At contractor’s option, mailing indicia may be imaged directly onto envelopes.

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

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

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

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

BINDING:

CES Forms: Fold 1 to 6 leaves from 17 x 11” down to 8-1/2 x 11”, with the recipient name/address out on the outermost leaf. Folded leaves are to be inserted loosely in proper numerical sequence.

CES Postcards: Trim four sides.

CONSTRUCTION (Envelopes):

4-1/8 x 9-1/2" (No. 10) with double window --

Envelope must be open side with high-cut side, diagonal or center seams (at contractor's option) with 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 seams 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, as follows:

- Top window is 1 x 4" in size for the return address. Window to have rounded corners. Window is to be located 1/2" from the left edge of envelope and 1" from the top edge of envelope (long dimension of window is parallel to long dimension of envelope).
- Bottom window is 1-3/8 x 4-1/4" in size for the mailing address. Window to have rounded corners. Window is to be located 1/2" from the left edge of envelope and 3/8" from the bottom edge of envelope (long dimension of window is parallel to long dimension of envelope).

9 x 12" with double window --

Envelope must be open side with high-cut side, diagonal or center seams (at contractor's option) with 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, as follows:

- Top window is 1 x 4" in size for the return address. Window to have rounded corners. Window is to be located 5/8" from the left edge of envelope and 1-3/16" from the top edge of envelope (long dimension of window is parallel to short dimension of envelope).
- Bottom window is 1-3/8 x 4-1/4" in size for the mailing address. Window to have rounded corners. Window is to be located 5/8" from the left edge of envelope and 2-9/16" from the top edge of envelope (long dimension of window is parallel to short dimension of envelope).

All envelope windows are 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.

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.

GATHERING AND INSERTING (For CES Forms Only):

Four-Page CES Form Packages (one (1) 17 x 11" sheet folded down to 8-1/2 x 11"):

Letter-fold and insert into the No. 10 double window envelope with the return address and mailing address facing out for visibility through the windows.

All Other CES Form Packages (Approximately 5% of all mailers):

Insert flat into the 9 x 12" double window envelope with the return address and mailing address facing out for visibility through the windows.

NOTE: It is the contractor's responsibility to assure that only the mailing address and return address will be visible through the windows and that only one (1) CES Form package is inserted into each envelope.

QUALITY CONTROL:

The contractor shall perform quality checks on 0.1% of all CES Forms and CES Postcards. The quality checks shall verify that:

For CES Forms:

- The proper survey form was printed. This quality check is to verify that the survey form is correct for the schedule type shown in the schedule field; the name and physical address is in the proper location; 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 appropriate Multi-Payroll form is included (if required), if the report ID is noted as Multi-Pay in the Multi-Pay field. The Multi-Payroll form should be for the same schedule type as the Single Payroll form.
- Only the recipient's name and mailing address is showing through the windows of the mail-out envelope.
- The contents of the packages are complete.

For Postcards:

- This quality check is to verify that the physical address is in the proper location and is printed clearly using the required font size, character/number bold, indentations, margins, and correct variable and non-variable text.
- Verify that there is a date in the date box on the front of the postcard.

The contractor shall notify BLS-Washington via e-mail no later than one (1) workday after the quality check has been completed. The date and result of the quality check must be e-mailed to gomes.tony@bls.gov or Johnson.nicholas@bls.gov.

DISTRIBUTION: Contractor is responsible for all costs associated with transporting CES Forms and CES postcards to the USPS.

Mail f.o.b. contractor's city all CES Forms and CES Postcards.

Complete addresses and quantities will be furnished with each print order.

All mail shall be at the First Class rate.

All mail will be mailed via mailing permits. The contractor will be responsible for obtaining a First Class mailing permit for the outgoing mail. The contractor must provide the mailing permit number to the agency within 30 calendar days after notification of contract award. The agency will link the contractor's mailing permit 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 and an account set-up fee.***

NOTE: The contractor must obtain a mailing permit 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 file and update the address file as required. Contractor is to provide a file of the updated addresses to the agency. File content/format to be determined after award.

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.

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.

Upon completion of each mailing, the contractor must fax a completed USPS Form 3600R, "Postage Statement – First Class Permit Imprint", to Tony Gomes or Nicholas Johnson at (202) 691-6644.

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>.

Upon completion of each order, contractor must notify the ordering agency (on the same day the order mails) via email to the address indicated on the print order. The subject line of the email shall be "Distribution Notice for Program 359-S, Print Order XXXXX, Jacket Number XXX-XXX." The notice must provide all applicable tracking numbers, mailing methods, and title of product. Contractor must be able to provide copies of all mailing receipts upon agency request.

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

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

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

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

The preproduction meeting will be within five (5) workdays of the post-award conference.

Proofs must be delivered to and picked up from the Department of Labor, BLS/CES, Attn: Tony Gomes, Room 4860, 2 Massachusetts Avenue, NE, Washington, DC 20212-0001.

Furnished electronic media must be returned with proofs, if applicable.

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

Schedule for Test Run:

- The contractor must complete production and distribution of the test mailers and postcards within five (5) workdays of receipt of notification of availability of print order and furnished materials.

NOTE: The contractor will not be required to furnish proofs or prior to production samples for the test run.

Schedule for Proofs and Prior to Production Samples:

- The contractor must submit proofs within five (5) workdays of receipt of print order and furnished materials.
- Proofs will be withheld no more than three (3) workdays from their receipt at the ordering agency until they are made available for pickup. (NOTE: The first workday after receipt of proofs at the ordering agency is day one (1) of the hold time.)
- The contractor must submit Prior to Production samples (using test data) within five (5) 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.

Production Schedule for CES Forms and CES Postcards:

- The contractor must complete production and distribution of the mailers and postcards within five (5) workdays of receipt of notification of availability of print order and furnished materials.

NOTE: If the Government's authorized representative notifies the contractor of his/her intent to be on-site during printing, the contractor will withhold printing until such visit.

The contractor must notify the GPO of the date and time the press sheet inspections can be performed. In order for proper arrangements to be made, notification must be given at least 72 hours prior to the inspections. Notify the U.S. Government Publishing Office, Quality Control for Published Products, Washington, DC 20401, or telephone area code (202) 512-0542. Telephone calls will only be accepted between 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)). 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 inspection.

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

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, the contractor must notify the U.S. Government Publishing Office of the date of shipment or delivery, as applicable. Upon completion of each order, contractor must contact the Shared Support Services Compliance Section via email at compliance@gpo.gov; via telephone at (202) 512-0520; or via facsimile at (202) 512-1364. Personnel receiving 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.

Travel expenses and per diem to be incurred by the Government for press sheet inspections on two (2) orders will be a factor in determining award. This will be based on sending approximately one (1) Government representative from the Washington, DC, area for two (2) workdays per trip.

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

I. (a) 240
(b) 1

(1) (2)

II. (a) 1008 5,033
(b) 12 6,000
(c) 12 1,039
(d) 12 55

III. (a) 1,039
(b) 55

SECTION 4. - SCHEDULE OF PRICES

Bids offered are f.o.b. contractor’s city for mailing.

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

Fractional parts of 100 will be prorated at the per-100 rate.

A charge will be allowed for each page, whether printed or blank.

NOTE: The cost to produce and deliver the mailers and postcards for the test run must be charged under the applicable line items (See “TEST RUN” in Section 2.).

I. PROOFS AND PRIOR TO PRODUCTION SAMPLES:

- (a) Digital Content Proofs..... per trim/page-size unit.....\$ _____
- (b) Prior to Production Samples.....per order.....\$ _____

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

	<u>Makeready and/or Setup</u> (1)	<u>Running Per 100 Copies</u> (2)
(a) CES Form: Printing and imaging in black, including binding..... per page.....\$ _____	\$ _____	\$ _____
(b) CES Postcard: Printing and imaging in black, including binding..... per card.....\$ _____	\$ _____	\$ _____

(Initials)

	<u>Makeready and/or Setup</u> (1)	<u>Running Per 100 Copies</u> (2)
(c) 4 -1/8 x 9-1/2" (No. 10) with double window envelope: Printing mailing indicia and security design in black ink, including construction.per envelope	\$ _____	\$ _____
(d) 9 x 12" with double window envelope: Printing mailing indicia and security design in black ink, including construction	per envelope\$ _____	\$ _____

III. GATHERING AND INSERTING: Prices offered must include the cost of all required materials and operations necessary for the mailing of the CES Forms including gathering, folding and insertion of items, as specified, into mail-out envelopes.

- (a) Four-Page CES Form Package: Folding and inserting into
4-1/8 x 9-1/2" (No. 10) double window envelope..... per 100 packages\$ _____
- (b) All Other CES Form Packages: Gathering and inserting flat
into 9 x 12" double window envelope per 100 packages\$ _____

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

Post Office located at Street Address _____,

City _____, State _____, Zip Code _____.

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

Bidder _____

(City - State)

By _____

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

(Person to be contacted)

(Telephone Number)

EXHIBIT A: Sample Cover Letter



U.S Department of Labor
Bureau of Labor Statistics
Data Collection Center
dcc_addr
dcc_city, dcc_state dcc_zip
dccphone



January 8, 2014

Attn: *contact*
con_firm
address
city, state zip_code

Dear *contact*:

Thank you for your willingness to continue participating in the CES survey. You can use this form for keeping a record of your monthly reports, if you wish.

Your company was selected as a part of a scientific sample of businesses throughout the United States. The BLS will use the information you provide for statistical purposes only and will **hold the information in confidence** to the full extent permitted by law. In accordance with the Confidential Information Protection and Statistical Efficiency Act (Title 5 of Public Law 107-347), the information you provide to the BLS **will not be disclosed in identifiable form without your informed consent.**

Your assistance in producing this important information about our nation's economy is greatly appreciated.

Sincerely,
signature
dccntct

Data Collection Center Manager

EXHIBIT B: Sample Thank You Page

Page x of y



Thank you for your help! The Bureau of Labor Statistics (BLS) will use the information you provide in determining the nation's job count as part of the Current Employment Statistics (CES) program.

The CES is the nation's monthly indicator of employment trends. This monthly report of the nation's employment is depended on by the Federal Reserve, government agencies, banks, and others to assess the nation's economy and to help you make decisions about your operations.

On the first Friday of every month major media outlets across the country publish the nation's job count. BLS is responsible for compiling these statistics from information gathered from thousands of firms like yours. This statistic, along with other leading economic indicators produced by BLS provides businesses with information critical in planning for growth and success.

You can find data from the Current Employment Statistics program, along with information from other BLS programs, on our web site, <http://www.bls.gov/>.

Our Frequently Asked Questions page is located at:

<http://www.bls.gov/respondents/ces/home.htm>.

Your assistance in maintaining the quality of our nation's economic data is greatly appreciated.

This report is authorized by law 29 U.S.C.2. We request your cooperation to make the results of this survey comprehensive, accurate, and timely. The Bureau of Labor Statistics, its employees, agents, and partner statistical agencies, will use the information you provide for statistical purposes only and will hold the information in confidence to the full extent permitted by law. In accordance with the Confidential Information Protection and Statistical Efficiency Act of 2002 (Title 5 of Public Law 107-347) and other applicable Federal laws, your responses will not be disclosed in identifiable form without your informed consent.

Please note this report is mandatory in North Carolina, under Section 96-4(g) (l) of the North Carolina Employment Security Law; in Oregon, under the Oregon Revised Statute 657.660; in Washington, under the Revised Code of Washington sections 50.12.010, 50.12.070, and 50.12.1#0; and in South Carolina, under Section 41-29-120 of the Code of Laws of South Carolina (for firms employing more than twenty individuals).

We estimate that it will take an average of 10 minutes to complete this form each month including time to review instructions, search existing data sources, gather and maintain the necessary data, and complete and review this information. If you have any comments regarding these estimates or any other aspects of this survey, send them to the Bureau of Labor Statistics, Division of Current Employment Statistics (1220-0011), 2 Massachusetts Avenue, NE, Washington, DC 20212. You are not required to respond to the collection of information unless it displays a currently valid OMB control number. Form Approved OMB No. 1220-0111.

EXHIBIT C: Sample Instructions Page

► Definitions for the Questions on the Next Page:

Column 1 EMPLOYEE COUNT– ALL WORKERS

Total number of persons in this pay group who worked or received pay for any part of the pay period that includes the 12th of the month.

Include:

- Executives and their staff
- Full-time and part-time workers
- Salaried officials of corporations
- Trainees
- Workers on active duty, if receiving pay from employer
- Workers on paid sick leave
- Workers on paid vacation
- Workers on other paid leave

Exclude:

- Outside contractors and their employees
- Pensioners
- Proprietors, owners, or partners of unincorporated firms
- Workers on active duty, if **not** receiving pay from employer
- Workers on leave without pay for entire pay period
- Workers on strike for entire pay period
- Unpaid family members

EMPLOYEE COUNT– PRODUCTION WORKERS

Number of "All Workers" defined above who are Production Workers. Production Workers include working supervisors or group leaders who may be "in charge" of some employees, but whose supervisory functions are only incidental to their regular work.

Include individuals working in:

Mining, quarrying, crude petroleum production, and natural gas production

- Blasting
- Drilling
- Hauling
- Maintenance
- Shipping
- Cleaning
- Excavating
- Hoisting
- Processing
- Storage
- Crushing
- Flow Control
- Inspection
- Pumping
- Trucking
- Development
- Guard
- Janitorial
- Repair
- Ventilation
- Drainage
- Service
- Loading
- Rig Building
- Warehousing
- Handling

Logging industries

- Cutting Timber
- Transporting timber
- Producing wood chips in the field

Exclude individuals working in:

- Accounting or finance
- Advertising
- Cafeterias
- Collection and credit
- Executive, professional, and technical positions
- Legal or medical positions
- Personnel
- Purchasing or sales

Column 2 WOMEN EMPLOYEE COUNT

Number of "All Workers" defined above who are women.

Column 3 PAYROLL, EXCLUDING COMMISSIONS

Total gross pay earned during the entire pay period. Report separately for All Workers and for Production Workers.

Report pay before employee deductions for:

- Taxes
- FICA (Social Security)
- Health insurance
- Pay deferral plans such as 401K
- Bonds
- Pensions
- Unemployment insurance
- Union dues

Include:

- Wages and salaries
- Paid holidays, vacation, sick leave, and other paid leave
- Incentive pay
- Bonuses paid **each** pay period
- Overtime pay
- Severance, if paid over multiple pay periods

Exclude:

- Commissions
- Annual pay for unused leave
- Awards or bonuses not paid each pay period
- **Employer** contributions to pay such as 401K
- Pay advances, such as vacation pay advances
- Payments "in kind"
- Retroactive or back pay
- Severance, if provided as one payment
- Travel or work-related reimbursements

Column 4 COMMISSIONS

Report separately for "All Workers" and for "Production Workers".

- Report for the most recent *complete* period for which commissions are available, which might be different from the pay period that includes the 12th. Enter 0 if none paid for the period or pay group.
- **Exclude** base pay, drawing accounts, or basic guarantees.

Column 5 HOURS, INCLUDING OVERTIME

Total number of hours for which employees received pay during the entire pay period. Report separately for All Workers and Production Workers.

- **Include** overtime; stand-by or reporting time; and hours not worked, but for which workers received pay (holidays, vacations, sick leave, etc.).
- Report hours for salaried and commission-only employees based on their standard work week.
- **Do not** convert overtime or other premium hours to straight-time equivalent hours.

EXHIBIT D: Sample Form

pg1_lable payfrq1_t

► Our records show the following information for your firm:

MP MU INT

Contact: Attn: contact prime_name address_w city_w, state_w zip_code_w	Report Number: reptnum Location: location UI Number: ui_number Industry Code: naics
---	--

Each month report your payroll information for the pay period that includes the 12th of the month. For questions refer to the previous **Column** definitions page. *dothis.*

Employees receive pay:

Pay Group 1: **payfrq1_b**

Commissions Pay Group 1: **comfrq1**

		Column 1	Column 2	Column 3	Column 4	Column 5
		EMPLOYEE COUNT	WOMEN EMPLOYEE COUNT	PAYROLL, EXCLUDING COMMISSIONS (Whole dollars)	COMMISSIONS, PAID AT LEAST ONCE A MONTH (Whole dollars)	HOURS, INCLUDING OVERTIME (Whole hours)
Pay period that includes mo1 12th year	All Workers			\$	\$	
	Production Workers		N/A. Data not collected.	\$	\$	
mo2 12th year	All Workers			\$	\$	
	Production Workers		N/A. Data not collected.	\$	\$	
mo3 12th year	All Workers			\$	\$	
	Production Workers		N/A. Data not collected.	\$	\$	
mo4 12th year	All Workers			\$	\$	
	Production Workers		N/A. Data not collected.	\$	\$	
mo5 12th year	All Workers			\$	\$	
	Production Workers		N/A. Data not collected.	\$	\$	
mo6 12th year	All Workers			\$	\$	
	Production Workers		N/A. Data not collected.	\$	\$	
mo7 12th year	All Workers			\$	\$	
	Production Workers		N/A. Data not collected.	\$	\$	
mo8 12th year	All Workers			\$	\$	
	Production Workers		N/A. Data not collected.	\$	\$	
mo9 12th year	All Workers			\$	\$	
	Production Workers		N/A. Data not collected.	\$	\$	
mo10 12th year	All Workers			\$	\$	
	Production Workers		N/A. Data not collected.	\$	\$	
mo11 12th year	All Workers			\$	\$	
	Production Workers		N/A. Data not collected.	\$	\$	
mo12 12th year	All Workers			\$	\$	
	Production Workers		N/A. Data not collected.	\$	\$	

EXHIBIT E: Sample Multi-Payroll Form

Pay Group 2: *payfrq2_t*

MP MU INT

► Our records show the following information for your firm:

Contact: Attn: <i>contact</i> <i>prime_name</i> <i>address_w</i> <i>city_w, state_w zip_code_w</i>	Report Number: <i>reptnum</i> Location: <i>location</i> UI Number: <i>ui_number</i> Industry Code: <i>naics</i>
--	--

Each month report your payroll information for the pay period that includes the 12th of the month. For questions refer to the previous **Column** definitions page. *dothis.*

Employees receive pay:

Pay Group 2: *payfrq2_b*

Commissions Pay Group 2: *comfrq2*

		Column 1	Column 2	Column 3	Column 4	Column 5
		EMPLOYEE COUNT	WOMEN EMPLOYEE COUNT	PAYROLL, EXCLUDING COMMISSIONS (Whole dollars)	COMMISSIONS, PAID AT LEAST ONCE A MONTH (Whole dollars)	HOURS, INCLUDING OVERTIME (Whole hours)
Pay period that includes <i>mo1 12th year</i>	All Workers			\$	\$	
	Production Workers		N/A. Data not collected.	\$	\$	
<i>mo2 12th year</i>	All Workers			\$	\$	
	Production Workers		N/A. Data not collected.	\$	\$	
<i>mo3 12th year</i>	All Workers			\$	\$	
	Production Workers		N/A. Data not collected.	\$	\$	
<i>mo4 12th year</i>	All Workers			\$	\$	
	Production Workers		N/A. Data not collected.	\$	\$	
<i>mo5 12th year</i>	All Workers			\$	\$	
	Production Workers		N/A. Data not collected.	\$	\$	
<i>mo6 12th year</i>	All Workers			\$	\$	
	Production Workers		N/A. Data not collected.	\$	\$	
<i>mo7 12th year</i>	All Workers			\$	\$	
	Production Workers		N/A. Data not collected.	\$	\$	
<i>mo8 12th year</i>	All Workers			\$	\$	
	Production Workers		N/A. Data not collected.	\$	\$	
<i>mo9 12th year</i>	All Workers			\$	\$	
	Production Workers		N/A. Data not collected.	\$	\$	
<i>mo10 12th year</i>	All Workers			\$	\$	
	Production Workers		N/A. Data not collected.	\$	\$	
<i>mo11 12th year</i>	All Workers			\$	\$	
	Production Workers		N/A. Data not collected.	\$	\$	
<i>mo12 12th year</i>	All Workers			\$	\$	
	Production Workers		N/A. Data not collected.	\$	\$	

EXHIBIT F: Postcard Front

Postcard: Front

US Department of Labor
Bureau of Labor Statistics
2 Massachusetts Ave. NE
Washington, DC 20212

Official Business
Penalty for Private Use, \$300

ADDRESS SERVICE REQUESTED

We Will Call On

03/09/2017

Report number: 123456789
Jane Doe
Vandelay Industries
123 Main Street
New York, NY 01234_9876

EXHIBIT G: Postcard Back

Postcard: Back

BUREAU OF LABOR STATISTICS

Please place by your phone

(If you have already
reported your data,
please disregard
this notice)

Form Approved
O.M.B. No. 1220-0011
Disclosure Statement
Located on Form
BLS790

ADVANCE NOTICE

*This is to confirm our scheduled telephone call
to collect your information
on the date shown on the front of this card*

*Please try to have your information available on this date. If you
will not be available, please leave the information with a co-worker.*

Thank you for your cooperation.
1-888-549-6703

The forms production database will be in text format in the layout below. The file will contain respondent-identifying information such as 9-digit report number, company name address, phone number, as well as other text-type fills such as help phone number, etc. Note that not all fields may actually be filled in.

File Layout for Printing Forms							
Bookmark Name	Description	Bookmark Length	Begin Position	End Position	Type	Default Font (Calibri) Size	Remarks
reptnum	9-digit CES report number.	9	1	9	Numc	12	Number should be printed in bold.
group_num	9-digit group number used to group multiple unit reports.	9	10	18	Num		Not a bookmark
sched_type	Form type	1	19	19	Char		Not a bookmark
prim_name	Primary firm name	35	20	54	Char	11	
address_w	Worksite street address	35	55	89	Char	11	
city_w	Worksite city	30	90	119	Char	11	
state_w	Worksite state	2	120	121	Char	11	
zip_code_w	Worksite zip code	5	122	126	5-digit zip	11	
location	Worksite location	35	127	161	Char	11	
naics	6-digit NAICS code	6	162	167	Num	11	
ui_number	10-digit Unemployment Insurance (UI) number	10	168	177	Num	11	
MU	Multi-Unit flag: "MU" if multi-unit; blank if single-unit	2	178	179	Char	8	
MP	Multi-Pay flag: "MP" if multi-pay, blank if single pay	2	180	181	Char	8	
dccphone	Data collection center phone number	14	182	195	Phone	11	
dcc_fax	Data collection center FAX number	14	196	209	Phone	11	
dothis	Instructions for how/where to report data	50	210	259	Char	10	<i>Italics</i>
int	Interviewer initials	6	260	265	Char	8	
con_pre	contact's prefix (Mr., Ms., etc)	5	266	270	Char	11	
contact	Contact's full name.	45	271	315	Char	11	
con_phone	Contact's 10-digit phone number.	12	316	327	Char	11	
con_ext	Contact's phone extension	5	328	332	Num	11	
email_addr	Contact's email address	40	333	372	Char	11	
con_firm	Contact firm name	35	373	407	Char	11	
address	Contact address	35	408	442	Char	11	
city	Contact city	30	443	472	Char	11	
state	Contact State	2	473	474	Char	11	
zip_code	Contact ZIP code	5	475	479	5-digit zip	11	
zip_4	4 digit Zip extention	4	480	483	4-digt zip	11	
dcc_addr	Dcc address	40	484	523	Char	9	
dcc_city	DCC city	30	524	553	Char	9	
dcc_state	DCC state	2	554	555	Char	9	
dcc_zip	DCC zip	5	556	560	5-digit zip	9	
year	Collection year.	4	561	564	4 digit year	12	
mo1	1st month on form	3	565	567	Char	12	Bold
mo2	2nd month on form	3	568	570	Char	12	Bold
mo3	3rd month on form	3	571	573	Char	12	Bold
mo4	4th month on form	3	574	576	Char	12	Bold
mo5	5th month on form	3	577	579	Char	12	Bold
mo6	6th month on form	3	580	582	Char	12	Bold
mo7	7th month on form	3	583	585	Char	12	Bold
mo8	8th month on form	3	586	588	Char	12	Bold
mo9	9th month on form	3	589	591	Char	12	Bold
mo10	10th month on form	3	592	594	Char	12	Bold
mo11	11th month on form	3	595	597	Char	12	Bold
mo12	12th month on form	3	598	600	Char	12	Bold

Bookmark Name	Description	Bookmark Length	Begin Position	End Position	Type	Default Font (Calibri)	Remarks
yr1	Year for month 1	4	601	604	Num	12	Bold
yr2	Year for month 2	4	605	608	Num	12	Bold
yr3	Year for month 3	4	609	612	Num	12	Bold
yr4	Year for month 4	4	613	616	Num	12	Bold
yr5	Year for month 5	4	617	620	Num	12	Bold
yr6	Year for month 6	4	621	624	Num	12	Bold
yr7	Year for month 7	4	625	628	Num	12	Bold
yr8	Year for month 8	4	629	632	Num	12	Bold
yr9	Year for month 9	4	633	636	Num	12	Bold
yr10	Year for month 10	4	637	640	Num	12	Bold
yr11	Year for month 11	4	641	644	Num	12	Bold
yr12	Year for month 12	4	645	648	Num	12	Bold
signature	Data Collection Center manager's singature	30	601	630	Char	14	<i>Font: Lucida Calligraphy</i>
dcccntct	DCC manager's name	30	631	660	Char	11	
pg1_lable	Pay group 1 lable	12	661	672	Char	14	Bold
payfrq1_t	Pay group 1 frequency for title	15	673	687	Char	14	<i>Italics</i>
payfrq1_b	Pay group 1 frequency for body	15	688	702	Char	10	<i>Italics</i>
comfrq1	Commissions frequency for pay group 1	15	703	717	Char	10	<i>Italics</i>
payfrq2_t	Pay group 2 frequency for title	15	718	732	Char	14	<i>Italics</i>
payfrq2_b	Pay group 2 frequency for body	15	733	747	Char	10	<i>Italics</i>
comfrq2	Commissions frequency for pay group 2	15	748	762	Char	10	<i>Italics</i>
data_loc	Data collection site code	2	763	764	Num		Not a bookmark
cmi	Collection Method Indicator	2	765	766	Num		Not a bookmark
mu_cnt	Multi-Unit counter	3	767	769	Num		Not a bookmark.

The postcards production database will be in text format in the layout below. The file will contain respondent-identifying information such as 9-digit report number, company name address, as well as other text-type fills for the data collection site such address, help phone number, etc. Note that not all fills will actually be filled in.

Bookmark Name	Description	Bookmark Length	Begin Position	End Position	Type	Default Font (Arial) Size	Remarks
reptnum	9-digit CES report number.	9	1	9	Num	11	Number should be printed in bold.
dccphone	Data collection center phone number	14	10	23	Phone	11	
con_pre	contact's prefix (Mr., Ms., etc)	5	24	28	Char	11	
contact	Contact's full name.	45	29	73	Char	11	
con_firm	Contact firm name	35	74	108	Char	11	
address	Contact address	35	109	143	Char	11	
city	Contact city	30	144	173	Char	11	
state	Contact State	2	174	175	Char	11	
zip_code	Contact ZIP code	5	176	180	5-digit zip	11	
zip_4	4 digit Zip extention	4	181	184	4-digt zip	11	
dcc_addr	DCC address	40	185	224	Char	11	
dcc_city	DCC city	30	225	254	Char	11	
dcc_state	DCC state	2	255	256	Char	11	
dcc_zip	DCC zip	5	257	261	5-digit zip	11	
top_box	Top of the box text	30	262	291	Char	10	Bold
call_date	CATI or TDE call date	10	292	301	Char	10	
place_by	Place by your phone text, CATI only	30	302	331	Char	10	<i>Italics</i>
adv_top	Advance notice message line 1	50	332	381	Char	10	Bold
adv_mid	Advance notice message line 2	50	382	431	Char	10	Bold
adv_bot	Advance notice message line 3	50	432	481	Char	10	Bold
tde_call_no	TDE collection phone number, TDE only	14	482	495	Char	12	Bold
please_try	"Please try" postcard message, CATI only	70	496	565	Char	10	
will_not	"Will not" postcard message, CATI only	70	566	635	Char	10	
online	Online avilable postcard message, TDE only	40	636	675	Char	9	
data_loc	Data collection site code	2	676	677	Num		Not a bookmark
cmi	Collection Method Indicator	2	678	679	Num		Not a bookmark

Attachment 1: BLS Confidentiality and Security Requirements

1. Work under this contract will involve exposure to Bureau of Labor Statistics (BLS) data that were collected by the BLS under a pledge of confidentiality for exclusively statistical purposes. Statistical purposes are defined as the description, estimation, or analysis of the characteristics of groups without identifying the individuals or organizations that comprise such groups, and the development, implementation, or maintenance of methods, procedures, or information resources that support such purposes. The majority of data collected by BLS are provided on a voluntary basis by respondents who have agreed to provide the information for the statistical purpose(s) specified by the BLS. A violation of the confidence that respondents place in the BLS would endanger the ability of the BLS to carry out its duties. Therefore, the Contractor and its employees must handle any such data, that they may come into contact with as a result of contract work, in accordance with Section 512 of the Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA) (Title 5 of Public Law 107-347) and other applicable Federal laws. Due to the possible exposure to data protected by law under CIPSEA, the BLS may, in accordance with this contract, designate Contractor employees as agents of the BLS. All such agents are subject to the fines and penalties under Section 513 of CIPSEA and any other fines and penalties that apply to the mishandling of confidential information. The "Confidential Information Protection" provisions of CIPSEA appear as Attachment 2 of these requirements.
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. 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 employees and non-BLS employees designated as agents of the BLS who are authorized access to the confidential information for the statistical purposes set out under this contract and who have signed a BLS Agent Agreement (Attachment 3) swearing to comply with CIPSEA and other applicable Federal laws in the handling of BLS 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. Authorized persons will not seek to obtain access to confidential information that is not needed to carry out contract work.
 - c. The Contractor will promptly furnish to the BLS a list of Contractor employees who the Contractor believes require access to BLS confidential information 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 and to use only those employees who have a demonstrated record of honesty, trustworthiness, integrity, and reliability as ascertained by the Contractor. 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. .
6. All agents will perform activities subject to this contract under the control of the BLS Authorized Representative or any other BLS official that the BLS designates.

7. All agents must agree, in writing, to comply with all provisions of law that affect information acquired by the BLS including, among other laws, the Trade Secrets Act, the Wagner-Peyser Act, and the Privacy Act. They must specifically swear (or affirm) to comply with the provisions of Section 512 of CIPSEA, as set forth in the BLS Agent Agreement attached as Attachment 3. Agents who improperly disclose confidential information may be subject to criminal sanctions.
8. The Contractor agrees not to divulge, publish, reproduce, or otherwise disclose, in any manner or to any extent, 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 determinations 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 transmittals 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. The Contractor agrees to ensure that all agents complete such training within thirty 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 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 transfers authorized by the BLS Authorized Representative 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 these 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 pick up of an appropriately labeled paper copy, by an authorized individual of the recipient, is also permitted.

15. 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 ensure that all data that have been deleted cannot be retrieved and reconstructed. Hard copy media (for example, paper printouts, printer and facsimile ribbons, drums, and platens) and electronic or soft copy media (for example, bits and bytes contained in hard drives, random access memory, read-only memory, disks, memory devices, telephones, mobile computing devices, networking equipment) must be properly disposed, cleared, purged, or destroyed in accordance with Federal guidelines. 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 BLS Authorized Representative 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.
16. 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 subcontractors or access to such information by the subcontractor except with the prior written approval of the BLS Authorized Representative. The Contractor agrees to include BLS confidentiality and security provisions as provided by the BLS Authorized Representative in all subcontracts awarded to carry out work provided for in this contract. The Contractor agrees to consult with the BLS Authorized Representative regarding whether subcontractor employees are required to be designated as agents. The Contractor agrees to send to the BLS Authorized Representative, a copy of any approved subcontract upon execution.
17. Work under this contract will be performed at BLS facilities or other approved worksites. The Contractor must provide the BLS Authorized Representative a list of 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 any electronic media or paper documents containing the confidential information from 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.
18. 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.
19. 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 instructions on maintaining the security of all confidential information. Such instructions are subject to the review and approval of the BLS Authorized Representative upon request.

20. The Federal Information Security Modernization Act of 2014 (FISMA) tasked the National Institute of Standards and Technology (NIST) with providing minimum security requirements for the protection of sensitive information while residing in nonfederal information systems. The Contractor agrees to ensure that all Contractor-owned systems used to store or process data under this agreement comply with all applicable Federal information security directives, acts, laws, regulations, standards, and guidelines. The Contractor shall ensure implementation of the respective security controls catalogued in the current version of NIST Special Publication 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations," 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 or process BLS data. Per NIST 800-171, the BLS reserves the right to request the system security plan and any associated plans of action for any planned implementations or mitigations. In instances where the Contractor finds that a security control does not apply, the Contractor may request an exception. Any exceptions must be approved in writing by the BLS.
 21. BLS reserves the right to review and approve or disapprove all the security safeguards instituted to comply with the requirements of this contract. BLS also reserves the right on behalf of itself and the Government to conduct confidentiality and security compliance reviews as deemed appropriate to ensure compliance with all security policies and directives, including unannounced security inspections of the Contractor's facilities and approved worksites. Reviews may involve inspection of the facilities, technical capabilities, documentation, records, databases, operations, and procedures provided for the performance of any work under this contract. The Contractor shall support security inspections conducted by Government auditors or other Government representatives, as designated by the BLS Authorized Representative. 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. On the basis of such security inspections, the BLS Authorized Representative 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 and support additional reviews as necessary to confirm actions taken to correct defects and deficiencies.
 22. 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.
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**Attachment 2: CONFIDENTIAL INFORMATION PROTECTION AND STATISTICAL EFFICIENCY
Act of 2002**

(TITLE V of Public Law 107-347)

SEC. 501. SHORT TITLE.

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

SEC. 502. DEFINITIONS.

As used in this title:

- (1) The term “agency” means any entity that falls within the definition of the term “executive agency” as defined in section 102 of title 31, United States Code, or “agency,” as defined in section 3502 of title 44, United States Code.
- (2) The term “agent” means an individual—
- (A)(i) who is an employee of a private organization or a researcher affiliated with an institution of higher learning (including a person granted special sworn status by the Bureau of the Census under section 23(c) of title 13, United States Code), and with whom a contract or other agreement is executed, on a temporary basis, by an executive agency to perform exclusively statistical activities under the control and supervision of an officer or employee of that agency;
 - (ii) who is working under the authority of a government entity with which a contract or other agreement is executed by an executive agency to perform exclusively statistical activities under the control of an officer or employee of that agency;
 - (iii) who is a self-employed researcher, a consultant, a contractor, or an employee of a contractor, and with whom a contract or other agreement is executed by an executive agency to perform a statistical activity under the control of an officer or employee of that agency; or
 - (iv) who is a contractor or an employee of a contractor, and who is engaged by the agency to design or maintain the systems for handling or storage of data received under this title; and
- (B) who agrees in writing to comply with all provisions of law that affect information acquired by that agency.
- (3) The term “business data” means operating and financial data and information about businesses, tax-exempt organizations, and government entities.

(4) The term “identifiable form” means any representation of information that permits the identity of the respondent to whom the information applies to be reasonably inferred by either direct or indirect means.

(5) The term “nonstatistical purpose” —

(A) means the use of data in identifiable form for any purpose that is not a statistical purpose, including any administrative, regulatory, law enforcement, adjudicatory, or other purpose that affects the rights, privileges, or benefits of a particular identifiable respondent; and

(B) includes the disclosure under section 552 of title 5, United States Code (popularly known as the Freedom of Information Act) of data that are acquired for exclusively statistical purposes under a pledge of confidentiality.

(6) The term “respondent” means a person who, or organization that, is requested or required to supply information to an agency, is the subject of information requested or required to be supplied to an agency, or provides that information to an agency.

(7) The term “statistical activities”—

(A) means the collection, compilation, processing, or analysis of data for the purpose of describing or making estimates concerning the whole, or relevant groups or components within, the economy, society, or the natural environment; and

(B) includes the development of methods or resources that support those activities, such as measurement methods, models, statistical classifications, or sampling frames.

(8) The term “statistical agency or unit” means an agency or organizational unit of the executive branch whose activities are predominantly the collection, compilation, processing, or analysis of information for statistical purposes.

(9) The term “statistical purpose”—

(A) means the description, estimation, or analysis of the characteristics of groups, without identifying the individuals or organizations that comprise such groups; and

(B) includes the development, implementation, or maintenance of methods, technical or administrative procedures, or information resources that support the purposes described in subparagraph (A).

SEC. 503. COORDINATION AND OVERSIGHT OF POLICIES.

(a) In General.—The Director of the Office of Management and Budget shall coordinate and oversee the confidentiality and disclosure policies established by this title. The Director may promulgate rules or provide other guidance to ensure consistent interpretation of this title by the affected agencies.

(b) Agency Rules.—Subject to subsection (c), agencies may promulgate rules to implement this title. Rules governing disclosures of information that are authorized by this title shall be promulgated by the agency that originally collected the information.

(c) Review and Approval of Rules.—The Director shall review any rules proposed by an agency pursuant to this title for consistency with the provisions of this title and chapter 35 of title 44, United States Code, and such rules shall be subject to the approval of the Director.

(d) Reports.—

(1) The head of each agency shall provide to the Director of the Office of Management and Budget such reports and other information as the Director requests.

(2) Each Designated Statistical Agency referred to in section 522 shall report annually to the Director of the Office of Management and Budget, the Committee on Government Reform of the House of Representatives, and the Committee on Governmental Affairs of the Senate on the actions it has taken to implement sections 523 and 524. The report shall include copies of each written agreement entered into pursuant to section 524(a) for the applicable year.

(3) The Director of the Office of Management and Budget shall include a summary of reports submitted to the Director under paragraph (2) and actions taken by the Director to advance the purposes of this title in the annual report to the Congress on statistical programs prepared under section 3504(e)(2) of title 44, United States Code.

SEC. 504. EFFECT ON OTHER LAWS.

(a) Title 44, United States Code.—This title, including amendments made by this title, does not diminish the authority under section 3510 of title 44, United States Code, of the Director of the Office of Management and Budget to direct, and of an agency to make, disclosures that are not inconsistent with any applicable law.

(b) Title 13 and Title 44, United States Code.—This title, including amendments made by this title, does not diminish the authority of the Bureau of the Census to provide information in accordance with sections 8, 16, 301, and 401 of title 13, United States Code, and section 2108 of title 44, United States Code.

(c) Title 13, United States Code.—This title, including amendments made by this title, shall not be construed as authorizing the disclosure for nonstatistical purposes of demographic data or information collected by the Census Bureau pursuant to section 9 of title 13, United States Code.

(d) Various Energy Statutes.—Data or information acquired by the Energy Information Administration under a pledge of confidentiality and designated by the Energy Information Administration to be used for exclusively statistical purposes shall not be disclosed in identifiable form for nonstatistical purposes under—

(1) The head of each agency shall provide to the Director of the Office of Management and Budget such reports and other information as the Director requests.

(2) Each Designated Statistical Agency referred to in section 522 shall report annually to the Director of the Office of Management and Budget, the Committee on Government Reform of the House of Representatives, and the Committee on Governmental Affairs of the Senate on the actions it has taken to implement sections 523 and 524. The report shall include copies of each written agreement entered into pursuant to section 524(a) for the applicable year.

(3) The Director of the Office of Management and Budget shall include a summary of reports submitted to the Director under paragraph (2) and actions taken by the Director to advance the purposes of this title in the annual report to the Congress on statistical programs prepared under section 3504(e)(2) of title 44, United States Code.

(1) section 12, 20, or 59 of the Federal Energy Administration Act of 1974 (15 U.S.C. 771, 779, 790h);

(2) section 11 of the Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. 796); or

(3) section 205 or 407 of the Department of the Energy Organization Act of 1977 (42 U.S.C. 7135, 7177).

(e) Section 201 of Congressional Budget Act of 1974.—This title, including amendments made by this title, shall not be construed to limit any authorities of the Congressional Budget Office to work (consistent with laws governing the confidentiality of information the disclosure of which would be a violation of law) with databases of Designated Statistical Agencies (as defined in section 522), either separately or, for data that may be shared pursuant to section 524 of this title or other authority, jointly in order to improve the general utility of these databases for the statistical purpose of analyzing pension and health care financing issues.

(f) Preemption of State Law.—Nothing in this title shall preempt applicable State law regarding the confidentiality of data collected by the States.

(g) Statutes Regarding False Statements.—Notwithstanding section 512, information collected by an agency for exclusively statistical purposes under a pledge of confidentiality may be provided by the collecting agency to a law enforcement agency for the prosecution of submissions to the collecting agency of false statistical information under statutes that authorize criminal penalties (such as section 221 of title 13, United States Code) or civil penalties for the provision of false statistical information, unless such disclosure or use would otherwise be prohibited under Federal law.

(h) Construction.—Nothing in this title shall be construed as restricting or diminishing any confidentiality protections or penalties for unauthorized disclosure that otherwise apply to data or information collected for statistical purposes or nonstatistical purposes, including, but not limited to, section 6103 of the Internal Revenue Code of 1986 (26 U.S.C. 6103).

(i) Authority of Congress.—Nothing in this title shall be construed to affect the authority of the Congress, including its committees, members, or agents, to obtain data or information for a statistical purpose, including for oversight of an agency's statistical activities.

Subtitle A--Confidential Information Protection

SEC. 511. FINDINGS AND PURPOSES.

(a) Findings.—The Congress finds the following:

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

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

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

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

(a) Use of Statistical Data or Information.—Data or information acquired by an agency under a pledge of confidentiality and for exclusively statistical purposes shall be used by officers, employees, or agents of the agency exclusively for statistical purposes.

(b) Disclosure of Statistical Data or Information.—

(1) Data or information acquired by an agency under a pledge of confidentiality for exclusively statistical purposes shall not be disclosed by an agency in identifiable form, for any use other than an exclusively statistical purpose, except with the informed consent of the respondent.

(2) A disclosure pursuant to paragraph (1) is authorized only when the head of the agency approves such disclosure and the disclosure is not prohibited by any other law.

(3) This section does not restrict or diminish any confidentiality protections in law that otherwise apply to data or information acquired by an agency under a pledge of confidentiality for exclusively statistical purposes.

(c) Rule for Use of Data or Information for Nonstatistical Purposes.—A statistical agency or unit shall clearly distinguish any data or information it collects for nonstatistical purposes (as authorized by law) and provide notice to the public, before the data or information is collected, that the data or information could be used for nonstatistical purposes.

(d) Designation of Agents.—A statistical agency or unit may designate agents, by contract or by entering into a special agreement containing the provisions required under section 502(2) for treatment as an agent under that section, who may perform exclusively statistical activities, subject to the limitations and penalties described in this title.

SEC. 513. FINES AND PENALTIES.

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

Approved December 17, 2002.

Attachment 3: BLS AGENT AGREEMENT

1. I, [Name BLS Designating Official], an authorized official of the Bureau of Labor Statistics (BLS), U.S. Department of Labor, hereby designate [Name of Agent] as a temporary Agent of the BLS, within the meaning of the Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA), Title V of Public Law 107-347 (Attachment 2), to serve in accordance with this Agent Agreement and agreements entered into between the BLS and [Name of Contractor], hereinafter "the Contractor," for BLS-approved statistical activities, and applicable Federal law.

2. I, [Name of Agent], hereby accept the designation as Agent in paragraph 1. I certify that I have read all applicable agreements between the BLS and the Contractor and promise that I will comply with all provisions of this 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 Wagner-Peyser 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 data, and it will not affect any license granted to the Government or any intellectual property rights of the public or the Government pursuant to section 6.

6. I, **[Name of Agent]**, understand that I will not acquire any property rights or interests in data accessed, used, or provided as a result of activities performed under this agreement.

7. I, **[Name of Agent]**, certify that I 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