

U.S. GOVERNMENT PUBLISHING OFFICE
Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Various Mailers

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

District of Columbia (DC) Government

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning Date of Award and ending July 31, 2021, plus up to four (4) optional 12-month extension period(s) that may be added in accordance with the “OPTION TO EXTEND THE TERM OF THE CONTRACT” clause in SECTION 1 of this contract.

BID OPENING: Bids shall be opened at 11:00 a.m., prevailing Washington, DC Time, on September 3, 2020, at the Government Publishing Office, Washington, DC. (Due to the COVID-19 pandemic, this will NOT be a public bid opening.)

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

BIDDERS, PLEASE NOTE: GPO has issued a new *Government Paper Specification Standards, No. 13*, dated September 2019. Prospective bidders should carefully read this publication as the applicable standards within become an integral part of this contract. The document is posted at <https://www.gpo.gov/how-to-work-with-us/vendors/forms-and-standards> along with a list of major revisions.

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

For information of a technical nature, contact Jim Ballou at jballou@gpo.gov or (202) 512-0307.

SECTION 1. – GENERAL TERMS AND CONDITIONS

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

GPO Contract Terms (GPO Publication 310.2) – <https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/contractterms2018.pdf>.

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

SUBCONTRACTING: The predominant production functions are printing, variable imaging, gathering, inserting into envelopes, and disposal of waste materials. Any bidder who cannot perform the predominant production functions of this contract will be declared non-responsible.

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

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. Prior to Production Samples O.K. Proof/Electronic Media
P-8. Halftone Match (Single and Double Impression)	O.K. Prior to Production Samples O.K. Proof/Electronic Media
P-9. Solid and Screen Tint Color Match	Pantone Matching System

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

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

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

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from Date of Award to July 31, 2021, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

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

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending three (3) months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending April 30, 2020, 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:

- (a) The contractor shall restrict access to all confidential information obtained from the ordering agency in the performance of this contract to those employees and officials who need it to perform the contract. Employees and officials who need access to confidential information for performance of the contract will be determined at the postaward conference between the Contracting Officer and the responsible contractor representative.
- (b) The contractor shall process all confidential information obtained from the ordering agency in the performance of this contract under the immediate supervision and control of authorized personnel and in a manner that will protect the confidentiality of the records in such a way that unauthorized persons cannot retrieve any such records.
- (c) The contractor shall inform all personnel with access to the confidential information obtained from the ordering agency in the performance of this contract of the confidential nature of the information and the safeguards required to protect this information from improper disclosure.
- (d) For knowingly disclosing information in violation of the Privacy Act, the contractor and the contractor employees may be subject to the criminal penalties as set forth in 5 U.S.C Section 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1) to the same extent as employees of the DC Government.

- (e) The contractor shall assure that each contractor employee with access to confidential information knows the prescribed rules of conduct, and that each contractor employee is aware that he/she may be subject to criminal penalties for violations of the Privacy Act.
- (f) All confidential information obtained from the ordering agency for use in the performance of this contract shall, at all times, be stored in an area that is physically safe from unauthorized access.
- (g) All such information shall be handled as confidential and may not be disclosed without the written permission of the DC Government and/or the Contracting Officer.
- (h) The Government reserves the right to conduct on-site visits to review the contractor's documentation and in-house procedures for protection of confidential information.
- (i) If a subcontractor is used for the sorting and/or mailing, the subcontractor must conform to all security requirements of the contract.

SECURITY WARNING: The items produced on this contract contain personally identifiable information (PII) including masked Federal Employee Identification Numbers/Social Security Numbers (EIN/SSN).

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

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

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

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

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

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

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

Confidentiality and Non-Disclosure Affidavit – Upon award, all contractor employees that will have access to PII must sign a Confidentiality and Non-Disclosure Affidavit which will be provided by the ordering agency (see Attachments A and B).

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

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

The contractor shall present, in writing, to the Contracting Officer within three (3) calendar days of being notified to do so by the Contracting Officer or his/her representative, detailed plans for the following activities. The workday after notification to submit will be the first day of the schedule.

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

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

- How all accountable materials containing PII will be handled throughout all phases of production.
- How the disposal of waste materials containing PII will be handled (see “DISPOSAL OF WASTE MATERIALS” specified herein).
- List of subcontractor(s) and their specific function.
- How all applicable Government-mandated security/privacy/rules and regulations, as cited in this contract, shall be adhered to by the contractor and/or subcontractor(s).

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 plans to GPO within three (3) calendar days 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.

DISPOSAL OF WASTE MATERIALS: The contractor is required to demonstrate how all waste materials used in the production of sensitive records containing PII will be definitively destroyed (i.e., burning, pulping, shredding, macerating, or other suitable similar means). Electronic records containing PII must be definitively destroyed in a manner that prevents reconstruction. *Definitively* destroying the records means the material cannot be reassembled and used in an inappropriate manner in violation of law and regulations. *Sensitive* records are records that are exempted from disclosure by statute, including the Privacy Act or regulation. Contractor required to show proof of disposal.

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

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

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

The documents will be reviewed to validate that adequate financial resources are available to perform the contract

requirements. Documents submitted will be kept confidential, and used only for the determination of responsibility by the Government. Failure to provide the requested information in the time specified by the Government may result in the Contracting Officer not having adequate information to reach an affirmative determination of responsibility.

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

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

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

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from Date of Award through July 31, 2021 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.

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

PRIVACY ACT

(a) The contractor agrees:

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

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

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

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

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

1. Illegibility of bid.
2. Emails over 75 MB may not be received by GPO due to size limitations for receiving emails.

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

PAYMENT: Upon completion of each weekly order, prior to submitting a billing invoice to GPO for payment, the contractor must submit an itemized billing invoice to the ordering agency for verification, approval, and signature. After agency verification/approval, the contractor must submit the signed billing invoice and the print order to the U.S. Government Publishing Office. (Agency contact information to be provided after award.)

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

<http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html>.

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: <https://www.gpo.gov/how-to-work-with-us/agency/billing-and-payment>.

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

SECTION 2. – SPECIFICATIONS

SCOPE: These specifications cover the production of mailing packages for six (6) different mailer groups consisting of a letters (notices and/or bills), inserts, business return envelopes (BRE), and mail-out envelopes requiring such operations as electronic prepress, printing, variable imaging, binding, construction, packing, and distribution.

NOTE: For the purpose of this contract, notices or bills will be referred to as “letters” throughout the contract. Unless otherwise specified, all specifications will apply equally to the notices or bills.

TITLE: Various Mailers.

FREQUENCY OF ORDERS: A weekly print order will be issued each Monday to cover the daily files transmitted that week for each Print Group as specified below:

BRE Print Group – Approximately 80 to 100 orders per year.
Non-BRE Print Group – Approximately 150 to 200 orders per year.
Voucher Print Group – Approximately 50 to 100 orders per year.
Certified Mail Print Group – Approximately 3 orders per year.
RPTA BRE Print Group – Approximately 5 to 10 orders per year.
RPTA Non-BRE Print Group – Approximately 2 orders per year.

When ordered, separate print orders will be issued for the transmission test and for proofs and prior to production samples.

QUANTITY:

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

BRE Print Group – Up to approximately 100 to 5,000 copies per order.
Non-BRE Print Group – Approximately 50 to 200 copies per order.
Voucher Print Group – Approximately 30 to 16,000 copies per order.
Certified Mail Print Group – Approximately 4,000 to 5,000 copies per order.
RPTA BRE Print Group – Approximately 3,000 to 220,000 copies per order.
RPTA Non-BRE Print Group – Approximately 220,000 copies per order.

NUMBER OF PAGES:

Letters – Approximately 1 to 8 pages (1 to 4 leaves) per letter per mailer.
Inserts – 1 leaf (face only).
BRE Envelopes – Face only.
Mail-out Envelopes – Face only

TRIM SIZES:

Letters – 8-1/2 x 11”.
Inserts – 8-1/2 x 11”.
BRE Envelopes – 3-7/8 x 8-7/8” (No. 9), plus flap, single window.
Mail-out Envelopes – 4-1/8 x 9-1/2” (No. 10), plus flap, double window; 6 x 9”, plus flap.

GOVERNMENT TO FURNISH:

Letters – Electronic media for the letters (containing both static and variable information) will be furnished via the agency-hosted SFTP site (see below paragraph). Files will be Adobe Acrobat (version 5.x) PDF files (version PDF4NET 1.4) with all printer and screen fonts 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.)

All PDF batches will be transmitted each night via the GoAnywhere-managed FTP server (see “BATCHING” specified herein). From there, the files are transmitted via the Server Message Block (SMB) to the Modernized Integrated Tax system (MITS) (MITS_PROD_A hot folder) where they are automatically added to the print queue. The ordering agency’s internal Operations Team uses that interface to process each job, transmit each job to the contractor, do reprints, if needed, etc. In the event of any issues, the Operations Team will work with MITS operational or development staff to resolve the issue and retransmit jobs when needed.

Inserts – An Adobe Acrobat (version 5.x) PDF file will be furnished via email. All printer and screen fonts will be 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.)

The file will be furnished once at the beginning of the contract to be held for reuse throughout the term of the contract. If a change occurs to the content of the insert at any time throughout the term of the contract, the contractor will be notified, and a new file will be furnished.

All Envelopes – A sample of each envelope will be furnished to be used as camera copy.

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

BATCHING: Letters in MITS system will either be added manually by the ordering agency’s users (employees of the Tax Office) throughout the day or created by the system during the nightly job stream (which will be every workday). Every letter in the system will be in a “print group,” which controls what other letters it can and can’t be batched together with. “Batching” is the process of grouping together letters that can be processed together on the printing and inserting equipment. Batches are ultimately generated into PDF files and transmitted directly to the contractor for production (see “*Electronic Media*” below). NOTE: It is not anticipated that batch streams are created/sent on Federal holidays.

Letters are batched according to the number of pages in the envelope so that the U.S. Post Service (USPS) can weigh and charge appropriately for the varying page counts.

BRE and Non-BRE letters are also batched separately.

MITS limits print batches to 2,500 pages to limit file sizes and generation times. The PDF batches are designed to print the letters both simplex and duplex.

Each letter in MITS has a flag to mailers that require that a BRE be inserted in the mailer.

MITS generates a barcode on each certified mail piece with a unique number and sends an electronic manifest to the USPS with those numbers. Additionally, a paper manifest will be emailed to ITS Print Group (OCFO) for them to print and provide to the USPS. When the USPS is able to successfully deliver the mail piece, they send MITS an electronic record back with the confirmed status.

Foreign mailing addresses, if any, are sorted to the beginning of the batch to be easily separated. NOTE: Certified batches will contain only domestic mailing addresses.

Secondary to the foreign mail being sorted to the front, letters within each batch will be sorted by mail type (i.e., notices or bills). In the event that a specific letter has an identified problem, Operations Teams will be able to utilize the batch report to remove those pages from the printed job.

Some batched pages will be turned to landscape. The print control checks for landscape and handles drawing the sequence barcode in the correct place.

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

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

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

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

All halftones are to be 133-line screen or finer.

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.

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

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

The contractor will be required to receive within one (1) workday up to 100 letters each from two Print Groups (total of 200 letters). These groups will be sent concurrently, and the contractor will need to demonstrate their ability to receive them simultaneously. Files will be furnished via contractor-hosted SFTP site.

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

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

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

When the record count verification have been successfully completed, the contractor will be required to process the test files and provide, within two (2) workdays, one (1) sample letter for each of the 100 letters from the transmission test for both Print Groups (total of 200 sample letters).

Transmission test letters do not require inserts and envelopes.

Samples of the letters that contain “Bill-Coupons” will be tested on industry-standard, high-speed voucher scanning equipment.

The Government will approve, conditionally approve, or disapprove the samples from the Transmission Test within two (2) workdays of 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 thereof.

If errors are found, one (1) sample letter for each of the 100 letters from the transmission test for both Print Groups (total of 200 sample letters) will be required until such time as the validation produces no errors.

PROOFS: Proofs of the letters, inserts, and envelopes will be ordered once at the beginning of the contract and anytime that a change is made to any of the products.

Letter for Each Print Group –

Contractor must furnish proof of the first (approximate) 100 pages of the furnished files. NOTE: If the first 100 pages should end in the middle of a letter, the contractor must furnish proofs of all pages of that last file even if resulting in over 100 pages.

Proofs must show both the static text matter and the live variable data.

One (1) set of digital color content proofs. Direct to plate must be used to produce the final product with a minimum of 2400 x 2400 dpi. Proofs must be created using the same Raster Image Processor (RIP) that will be used to produce the product. Proofs shall be collated with all elements in proper position (not pasted up), imaged face and back, trimmed, and folded to the finished size of the product, as applicable.

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

Envelopes (BRE and Mail-out Envelopes) – Two (2) sets of digital color content proofs for each envelope size. 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. Proofs for envelopes must show all margins and dimensions, indicate trim marks, show flap, and show window location, if applicable.

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

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

PRIOR TO PRODUCTION SAMPLES (All Print Groups): Prior to production samples of the letters, inserts, and envelopes will be ordered once at the beginning of the contract and anytime that a change is made to any of the products.

Prior to the commencement of production of the contract production quantity of the letters, inserts, and all envelopes, the contractor shall submit not less than 10 printed, constructed samples. The container and accompanying documentation shall be marked "PREPRODUCTION SAMPLES" and shall include the GPO jacket, purchase order, and program numbers.

The letters, inserts, and envelopes shall be printed and bound/constructed as specified and must be of the size, kind, and quality that the contractor will furnish. All items must be printed on and constructed from the stock/paper as specified herein.

Contractor to submit all samples to: DC Government, Office of Tax and Revenue, 1101 4th Street, SW, 5th Floor, Washington, DC 20024. **NOTE: Due to COVID 19, the contractor may be required to ship the samples to an address to be determined after award.**

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

The Government will approve, conditionally approve, or disapprove the samples within two (2) workdays of the receipt thereof. Approval or conditional approval shall not relieve the contractor from complying with the specifications and all other terms and conditions of the contract. A conditional approval shall state any further action required by the contractor. A notice of disapproval shall state the reasons therefore.

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

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

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

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

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the “Government Paper Specification Standards No. 13” dated September 2019. Government Paper Specification Standards No. 13 - https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/vol_13.pdf.

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

Letter – White High Quality Xerographic Copier, Laser Printer, basis weight: 24 lbs. per 500 sheets, 17 x 22”, equal to JCP Code O-61.

Insert – White High Quality Xerographic Copier, Laser Printer, basis weight: 24 lbs. per 500 sheets, 17 x 22”, equal to JCP Code O-61.

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

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

PRINTING AND VARIABLE IMAGING:

Letters – Print duplex (face and back, head to head) and/or simplex (one-side only, when an odd page is required) in black and one additional ink color. Printing consists of text and line matter and agency logo. Variable image on the face in black. Variable imaging consists of text matter only. An occasional letter may have imaging on the back. Match Pantone number as indicated on the print order.

Inserts – Print face only in black ink only. Printing consists of text and line matter and halftones.

BRE Envelopes – Print face and back (after construction) in black ink. Printing consists of text and line matter and agency logo.

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

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

All envelopes require a security tint (lining is acceptable) printed on the inside (back – before manufacture) in black ink. 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.

MARGINS: Margins will be as indicated on the print order or furnished electronic media. When ordered, insert may bleed on one to four sides.

BINDING:

Letters – Trim four sides.

Some letters will require a perforation (slit or slot without ink) across the entire 8-1/2” dimension, 3-1/2” from the bottom of the letter. The perforated stub is part of the letter itself and will be electronically transmitted with the furnished files. The perforated stub will be on the last leaf of the letter.

Inserts – Trim four sides.

CONSTRUCTION (All Envelopes):

BRE Envelopes (3-7/8 x 8-7/8") – Envelope must be open side, with gummed, fold-over flap for sealing and contain high-cut diagonal seams. Flap depth is at the contractor's option but must meet all USPS requirements. Flap must be coated with suitable remoistenable glue that will securely seal the return envelope for mailing. (Adhesive must not adhere to the contents of the envelope.)

Face of envelope to contain one die-cut mailing address window (approximately 1-1/8 x 3-1/8" in size) with slightly rounded corners. Location of window is at contractor's option but it must align with the location of the mailing address on the return portion of the letter and only allow visibility of the mailing address on the return portion through the mailing address window when the recipient folds and inserts into the BRE envelope.

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

Mail-out Envelopes (4-1/8 x 9-1/2") – Envelope must be open side, with gummed fold-over flap for sealing and contain side seams. Flap depth is at the contractor's option but must meet USPS standards. Flap must be coated with a suitable remoistenable glue that will securely seal the envelope without adhering to contents, not permit resealing of the envelope, and permit easy opening by the recipient.

Face of envelope to contain two windows, as follows –

- One die-cut mailing address window (approximately 1-3/8 x 4-3/4" in size) with slightly rounded corners. Location of mailing address window is at contractor's option but it must align with the location of the mailing address on the letter and only allow visibility of the mailing address on the letter through the mailing address window when folded and inserted into the mail-out envelope.
- One die-cut return address window (approximately 1-3/8 x 4-3/4" in size) with slightly rounded corners. Location of return address window is at contractor's option but it must align with the location of the return address on the letter and only allow visibility of the return address on the letter through the return address window when folded and inserted into the mail-out envelope.

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

Mail-out Envelopes (6 x 9") – Envelope must be open side, with gummed fold-over flap for sealing and contain high-cut diagonal seams or double side seams, at contractor's option. Flap depth is at the contractor's option but must meet USPS standards. Flap must be coated with a suitable remoistenable glue that will securely seal the envelope without adhering to contents, not permit resealing of the envelope, and permit easy opening by the recipient.

GATHERING AND INSERTING:

Non-BRE Print Group and RPTA Non-BRE Print Group – Gather the appropriate number of leaves per letter, letter-fold, and insert into No. 10 mail-out envelope with recipient's name and address on first page facing out for visibility through window envelope.

BRE Print Group, Voucher Print Group, and RPTA BRE Print Group – Gather the appropriate number of leaves per letter, letter-fold, and insert into No. 10 mail-out envelope with recipient’s name and address on first page facing out for visibility through window envelope. Insert the BRE envelope (flat) behind the letter (when viewed from the window side of the envelope).

Certified Mail Print Group – Gather the appropriate number of leaves per letter, fold in half, and insert into 6 x 9” mail-out envelope with recipient’s name and address on first page facing out for visibility through window envelope.

For All Print Groups – Occasionally, one or two 1-leaf inserts may be required for any of the print groups. When required, letter-fold separately from the letter and insert into the mail-out envelope behind the letter (and in front of the BRE envelope, if applicable).

It is the contractor’s responsibility to assure that only the computer-generated address on the letter will be visible through the mailing address window in the appropriate mail-out envelope and that only one letter and one copy of each required insert or BRE envelope is inserted into each mail-out envelope.

Seal all mail-out envelopes.

BARCODING: Contractor to print a barcode in the right margin of the letter that tells the inserter when one letter ends and the next letter begins. It also triggers if a BRE is required. The barcode is made up of 11 total digits encoded as a Code39 barcode, as follows –

- Doc ID – Not used for MITS, always “00”.
- Piece # – Six-digit sequence of the letter. Incrementing this sequence indicates the previous envelope is complete, and this is the start of the next envelope.
- Total Sheets – The number of physical pages in the current letter.
- Sheet # - The page count within the current letter, ranging from 1 to total sheets.
- BRE – “0” or “1” to trigger a BRE insert, when required.

Example: (two letters consisting of two pages, with the first letter requiring a BRE and the second letter not requiring a BRE) –

- 00000001211
- 00000001221
- 00000002210
- 00000002220

DISTRIBUTION: Mail f.o.b. contractor’s city each individual mailer to both domestic (nationwide, including APO/FPO) and foreign addresses, as applicable to each print group. Contractor is responsible for all costs associated with transporting the mailers to the USPS.

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

All mailing must be made at the Presorted First Class rate.

The contractor is cautioned that “Postage and Fees Paid” indicia may be used only for the purpose of mailing material produced under this contract. However, orders which result in mailings of less than 200 pieces or less than 50 pounds will require the contractor to apply the appropriate postage to each mailing. Contractor will be reimbursed for postage by submitting a properly completed Postal Service form (or equivalent) with the invoice for billing.

Certificate of Conformance: When using Permit Imprint Mail, the contractor must complete GPO Form 712 - Certificate of Conformance (Rev. 10-15), and the appropriate mailing statement or statements supplied by USPS. A fillable GPO Form 712 Certificate of Conformance can be found at <https://www.gpo.gov/how-to-work-with-us/vendors/forms-and-standards>.

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

In accordance with United States Postal Service (USPS) regulations, contractor will be required to run distribution files on each order through the National Change of Address (NCOA) service database to verify addresses are NCOA certified, as required. All related costs to perform this operation must be included in submitted bid pricing. No additional reimbursement will be authorized.

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 292-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.

Upon completion of each print order, all electronic files and variable data must be deleted from the contractor’s system.

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

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

Print order and furnished materials will be furnished via SFTP.

When required, the furnished material (for envelopes) and hard copy proofs must be picked up from and delivered to: DC Government, Office of Tax and Revenue, 1101 4th Street, SW, 5th Floor, Washington, DC 20024. **NOTE: Due to COVID 19, the contractor may be required to ship the samples to an address to be determined after award.**

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

Transmission Test Schedule –

- The contractor will be required to receive up to approximately 100 letters from two Print Group within one (1) workday. (NOTE: These Print Groups will be sent simultaneously.)
- The contractor will be required to perform a record count verification within one (1) workday of receipt of complete transmission of all letter test files and furnish the Government with the exact counts.
- The Government will provide verification within one (1) workday of receipt thereof.
- The contractor will be required to furnish sample letters within two (2) workdays of receipt of Government verification of record counts.
- The Government will approve, conditionally approve, or disapprove within two (2) workdays of receipt thereof.

Proof and Prior to Production Sample Schedule –

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

- Contractor must submit proofs within three (3) workdays of receipt of notification of the availability of print order and furnished material.
- Proofs will be withheld no more than two (2) workdays from their receipt at the ordering agency until they are made available for pickup. (The first workday after receipt of proofs at the ordering agency is day one of the hold time.)
- If required, contractor must submit the prior to production samples within two (2) workdays of receipt of “O.K. to Print” on proofs.
- The Government will approve, conditionally approve, or disapprove the samples within two (2) workdays of the receipt thereof.

Production Schedule –

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

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

For each Print Group, the ordering agency will issue a weekly print order and transmit files daily under that weekly order by 4:00 a.m. each workday, as applicable to each Print Group schedule. If not received by 4:00 a.m., contractor to notify IMITS-PROD-SUPPORT@dc.gov immediately.

The following schedules begin upon receipt of file transmission.

BRE Print Group – Complete production and mailing must be made within 48 hours after receipt of complete transmission of files.

Non-BRE Print Group – Complete production and mailing must be made within 48 hours after receipt of complete transmission of files.

Voucher Print Group – Complete production and mailing must be made within 48 hours after receipt of complete transmission of files.

Certified Mail Print Group – Complete production and mailing must be made within 48 hours of receipt of complete transmission of files.

RPTA BRE Print Group – The largest orders for the RPTA BRE Print Group will be ordered in February (for March 1st in-home delivery date) and August (for August 16th “in-home” delivery date) with schedules as follows:

February Order (Tax Bill) –

- Files will be transmitted seven (7) workdays prior to March 1st.
- Contractor must mail all mailers three (3) workdays prior to March 1st.
- Recipients must receive mailer on or before March 1st.

August Order (Tax Bill) –

- Files will be transmitted seven (7) workdays prior to August 16th.
- Contractor must mail all mailers three (3) workdays prior to August 16th.
- Recipients must receive mailer on or before August 16th.

Balance of RPTA BRE Print Group Orders – Complete production and mailing must be made within 48 hours of receipt of complete transmission of files.

RPTA Non-BRE Print Group – Mailers for the RPTA Print Groups will only be ordered in February (for March 1 in-home delivery date) and August (for August 16th “in-home” delivery date) with schedules as follows .

February Order –

- Files will be transmitted seven (7) workdays prior to March 1.
- Contractor must mail all mailers three (3) workdays prior to March 1.
- Recipients must receive mailer on or before March 1.

August Order (Tax Bill) –

- Files will be transmitted seven (7) workdays prior to August 16th.
- Contractor must mail all mailers three (3) workdays prior to August 16th.
- Recipients must receive mailer on or before August 16th.

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

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

For compliance reporting purposes, the contractor is to notify the U.S. Government Publishing Office of the date of shipment or delivery. Upon completion of each order, contractor must contact the Shared Support Services Compliance Section via email at compliance@gpo.gov. Personnel receiving email 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.

NOTE: The Determination of Award estimates specified below are based on historical data; however, due to the current global pandemic, the contractor is put on notice that the estimated amounts of work anticipated on this contract may be significantly impacted during the first period of performance.

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

- I. 1

- II. (a) 602
(b) 6
(c) 1

- III. (a) 250
(b) 3,440
(c) 1,236
(d) 1,245
(e) 1,706
(f) 14

- IV. (a) 1,706
(b) 14

SECTION 4. – SCHEDULE OF PRICES

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

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

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

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government. Bids submitted with NB (No Bid), NA (Not Applicable), or blank spaces for an item may be declared nonresponsive.

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

All invoices submitted to the GPO shall be based on the most economical method of production. Fractional parts of 1,000 will be prorated at the per-1,000 rate.

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

I. TRANSMISSION EMAIL TEST:

Transmission email testper test.....\$ _____

II. PROOFS AND PRIOR TO PRODUCTION SAMPLES:

(a) Letters and Inserts: Digital color content proofs per page/trim-size unit.....\$ _____

(b) Envelopes: Digital color content proofs.....per envelope.....\$ _____

(c) Prior to production samplesper order.....\$ _____

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

(a) *Daily makeready/setup charge\$ _____

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

(Initials)

- (b) Letters:
 Printing in black ink and
 one additional ink color, and imaging
 in black, including binding per 1,000 leaves\$ _____
- (c) Inserts:
 Printing/imaging face only in black, including binding per 1,000 leaves\$ _____
- (d) BRE Envelopes (No. 9):
 Printing in black ink, including construction per 1,000 envelopes\$ _____
- (e) Mail-out Envelope (No. 10):
 Printing in black ink, including construction per 1,000 envelopes\$ _____
- (f) Mail-out Envelope (6 x 9"):
 Printing in black ink, including construction per 1,000 envelopes\$ _____

IV. GATHERING AND INSERTING: Prices offered must include the cost of all required materials and operations necessary for the mailing of the letters including cost of gathering letters (single or multiple leaves) in proper sequence, and inserting letters, required inserts, and BRE envelope, as required, into the appropriate mail-out envelope, and, complete distribution, in accordance with these specifications.

- (a) Inserting into No. 10 Mail-out Envelopeper 1,000 mailers\$ _____
- (b) Inserting into 6 x 9" Mail-out Envelopeper 1,000 mailers\$ _____

LOCATION OF POST OFFICE: All mailing will be made from the _____
 Post Office located at Street Address _____,
 City _____, State _____, Zip Code _____

 (Initials)

SHIPMENTS: Shipments will be made from: City _____ State _____.

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

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

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

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

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

Bidder _____
(Contractor's Name) (GPO Contractor's Code)

(Street Address)

(City – State – Zip Code)

By _____
(Printed Name, Signature, and Title of Person Authorized to Sign this Bid) (Date)

(Person to be Contacted) (Telephone Number)

(Email) (Fax Number)

THIS SECTION FOR GPO USE ONLY

Certified by: _____ Date: _____ Contracting Officer: _____ Date: _____
(Initials) (Initials)

MOA No. CFOPD-20-A-031
ATTACHMENT A

Confidentiality and Non-Disclosure Affidavit

This Confidentiality and Non-Disclosure Affidavit (“Affidavit”) is entered into by _____ (“the Contractor”).

1. The United States Government Publishing Office (“GPO”) and the Office of Chief Financial Officer of the District of Columbia (“OCFO”) have entered into Memorandum of Agreement No. CFOPD-20-A-031, as amended (the “MOA”). The MOA sets forth the terms and conditions under which the GPO will provide a wide variety of printing, reproduction, distribution, and related services to the OCFO. GPO has outsourced activities, services, or functions under the MOA to the Contractor.
2. In performing these activities, the Contractor understands that all information provided to it by the OCFO, including, but not limited to, the Office of Tax and Revenue (“OTR”) or any other agency within the OCFO is confidential (1) which are District tax returns or return information (2) which is identified as confidential at the time of disclosure or (3) which is such that a reasonable person would consider, from the nature of the information and circumstances of disclosure, is confidential, with the exception of information that is shown to have been:
 - (a) Rightfully in the possession of the Contractor prior to the date of disclosure of such information to the Contractor, as evidenced by written documents; or
 - (b) In the public domain prior to the date of disclosure to the Contractor; or
 - (c) Supplied to the Contractor by a third party who is under no obligation to the OCFO to maintain such information in confidence; or
 - (d) Developed by or for the Contractor independently of the disclosure made under this Affidavit.
3. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of the MOA. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the MOA. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.
4. In order to safeguard District and Federal confidential information from unauthorized disclosure by the Contractor in performance of its tasks under the MOA, the Contractor agrees to comply with and assume responsibility for compliance by its employees of the following requirements:
 - (a) All work will be done under the supervision of the Contractor or the Contractor employees.

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Attachment A
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- (b) The Contractor and the Contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (c) Any such confidential information made available in any format shall be used only for the purpose of carrying out the provisions of the MOA.
- (d) Such confidential information will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of the MOA or as may be required by law, regulation or legal process. Thus, the Contractor shall limit disclosure of such information within its own organization to only its partners, directors, officers, principals, or employees having a need to know, or partners, directors, officers, principals, or employees of affiliated entities or subcontractors having a need to know. Any personal or tax information protected by law from disclosure inadvertently given to the Contractor by the OCFO, OTR, or any other department within the OCFO is protected tax information and is not to be disclosed under the confidentiality provisions of sections 820.01(d)(1) and (3), 821(d)(2), 1805.04, 2018, 2210, 3719, 4406 of the Title 47 of the D.C. Official Code, sections 508.1 and 608.1 of the District of Columbia Municipal Regulations, and I.R.C. § 6103.
- (e) Disclosure to anyone other than such directors, officers, or employees, of the Contractor, or other than an OCFO official involved in review and evaluation of the functions of the OCFO, is prohibited.
- (f) All such confidential information will be accounted for upon receipt and properly stored before, during, and after processing.
- (g) In addition, all related output will be given the same level of protection as required for the source tax information material. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. No work involving returns and return information furnished under the MOA will be subcontracted without prior written approval of the IRS.
- (h) All computer systems processing, storing and transmitting confidential information must meet or exceed reasonable computer access protection controls. To meet these requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability procedures and documentation. Reasonable security features must be activated to protect against unauthorized use of and access to confidential information.
- (i) In addition, all computer systems receiving, processing, storing or transmitting Federal Tax Information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.

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Attachment A
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- (j) The Contractor agrees that, at the time the work is completed, at the request of the OCFO, any such confidential information processed during the performance of the MOA will be completely purged from all data storage components of the Contractor's computer facilities, and no output will be retained by the Contractor; provided, however, the Contractor may retain a copy of such information to the extent required by professional standards, the Contractor's policies or in connection with computer system backups. If immediate purging of all information storage components is not possible, the Contractor certifies that any such information, including any Federal Tax Information, remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (k) The Contractor will be responsible for the destruction of spoilage or any known intermediate hard copy printouts related to the confidential information, and will provide the OTR or representative designated by the OCFO with a statement containing the date of destruction, description of material destroyed, and the method used. The Contractor may retain a copy of such information to the extent required by professional standards or the Contractor's policies. However, any Federal Tax Information processed, as described above in this paragraph, will be given to the OCFO or his or her designee. If this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the above-referenced statement to the OCFO or his or her designee.
- (l) The Contractor will maintain a list of employees authorized access to such information. The Contractor will provide this list to, OTR, or the designated OCFO agency and provide updates of any changes to that list promptly after they occur. Such list will be provided upon request to the IRS reviewing office. No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS. The Contractor shall include with each list and update an Affidavit Acknowledgment Form (enclosed) signed by each employee authorized to access to such information.
- (m) This Affidavit shall not be construed as creating, conveying, transferring, granting or conferring upon the Contractor or any other person any rights, license or authority in or to the information exchanged, except the limited right to use such information for the purposes specified in the MOA.
- (n) No license or conveyance of any intellectual or property rights is granted or implied by this Affidavit or the MOA.
- (o) Neither the OCFO nor its representative agencies has an obligation under this Affidavit to purchase any service, goods, or intangibles from the Contractor or any other person.
- (p) Furthermore, the Contractor hereby acknowledges and agrees that the exchange of information under the MOA shall not commit or bind the District or its representative agencies and/or employees to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.

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Attachment A
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- (q) No specification in this Affidavit of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach, or threatened breach of this Affidavit.
 - (r) This Affidavit is made under and shall be construed according to the laws of the District. In the event that this Affidavit, is breached, any and all disputes must be settled in a court of competent jurisdiction in the District of Columbia. The parties agree to waive any right to a trial by jury.
 - (s) If any of the provisions of this Affidavit are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Contract as a whole.
 - (t) The OCFO will have the right to void the MOA if the Contractor fails to provide the safeguards described above.
5. INSPECTION. The IRS and the OCFO, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.
6. CRIMINAL/CIVIL SANCTIONS
- (a) Each officer or employee of any person (including the Contractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
 - (b) Each officer or employee of any person (including the Contractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of the Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with

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Attachment A
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the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431.

- (c) Additionally, 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), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (d) The Contractor will participate in safeguard awareness training, provided by OTR, prior to accessing and/or handling Federal Tax Information. The Contractor hereby certifies that each individual understands the OCFO's security policy and procedures for safeguarding IRS information. The Contractor will maintain their authorization to access Federal Tax Information through annual recertification. The initial certification and recertification will be documented and placed in the OCFO's files for review. As part of the certification and at least annually afterwards, the Contractor will be advised by the OCFO of the provisions of IRCs 7431, 7213, and 7213A. The training provided by the OCFO before the initial certification and annually thereafter will also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the Contractor will sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

WHEREFORE, the Contractor acknowledges that they have read and understand this Affidavit and voluntarily accept the duties and obligations set forth herein.

CONTRACTOR:

By: _____ Date: _____

Name: _____

Title: _____

**MOA No. CFOPD-20-A-031
ATTACHMENT B**

**Confidentiality and Non-Disclosure Affidavit
Acknowledgment Form**

for

The Confidentiality and Non-Disclosure Affidavit understood and agreed to by

_____ (“Contractor”) related to the Memorandum of Agreement No.

CFOPD-20-A-031, as amended (the “MOA”)

WHEREFORE, as an employee, or as a subcontractor, of the Contractor, I, solely and individually, acknowledge:

- 1) HEREBY, I have received the Confidentiality and Non-Disclosure Affidavit,
- 2) HEREBY, I have read and understand the Confidentiality and Non-Disclosure Affidavit,
and
- 3) WHEREAS, I voluntarily accept the duties and obligations and shall comply with the policies set forth therein and any revisions made thereto.

Signature: _____

Name: _____

Title: _____

Name of Employer: _____

Date: _____

U.S. GOVERNMENT PUBLISHING OFFICE
Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Various Mailers

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

District of Columbia (DC) Government

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning Date of Award and ending July 31, 2021, plus up to four (4) optional 12-month extension period(s) that may be added in accordance with the “OPTION TO EXTEND THE TERM OF THE CONTRACT” clause in SECTION 1 of this contract.

BID OPENING: Bids shall be opened at 11:00 a.m., prevailing Washington, DC Time, on September 3, 2020, at the Government Publishing Office, Washington, DC. (Due to the COVID-19 pandemic, this will NOT be a public bid opening.)

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

BIDDERS, PLEASE NOTE: GPO has issued a new *Government Paper Specification Standards, No. 13*, dated September 2019. Prospective bidders should carefully read this publication as the applicable standards within become an integral part of this contract. The document is posted at <https://www.gpo.gov/how-to-work-with-us/vendors/forms-and-standards> along with a list of major revisions.

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

For information of a technical nature, contact Jim Ballou at jballou@gpo.gov or (202) 512-0307.

SECTION 1. – GENERAL TERMS AND CONDITIONS

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

GPO Contract Terms (GPO Publication 310.2) – <https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/contractterms2018.pdf>.

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

SUBCONTRACTING: The predominant production functions are printing, variable imaging, gathering, inserting into envelopes, and disposal of waste materials. Any bidder who cannot perform the predominant production functions of this contract will be declared non-responsible.

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

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. Prior to Production Samples O.K. Proof/Electronic Media
P-8. Halftone Match (Single and Double Impression)	O.K. Prior to Production Samples O.K. Proof/Electronic Media
P-9. Solid and Screen Tint Color Match	Pantone Matching System

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

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

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

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from Date of Award to July 31, 2021, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

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

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending three (3) months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending April 30, 2020, 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:

- (a) The contractor shall restrict access to all confidential information obtained from the ordering agency in the performance of this contract to those employees and officials who need it to perform the contract. Employees and officials who need access to confidential information for performance of the contract will be determined at the postaward conference between the Contracting Officer and the responsible contractor representative.
- (b) The contractor shall process all confidential information obtained from the ordering agency in the performance of this contract under the immediate supervision and control of authorized personnel and in a manner that will protect the confidentiality of the records in such a way that unauthorized persons cannot retrieve any such records.
- (c) The contractor shall inform all personnel with access to the confidential information obtained from the ordering agency in the performance of this contract of the confidential nature of the information and the safeguards required to protect this information from improper disclosure.
- (d) For knowingly disclosing information in violation of the Privacy Act, the contractor and the contractor employees may be subject to the criminal penalties as set forth in 5 U.S.C Section 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1) to the same extent as employees of the DC Government.

- (e) The contractor shall assure that each contractor employee with access to confidential information knows the prescribed rules of conduct, and that each contractor employee is aware that he/she may be subject to criminal penalties for violations of the Privacy Act.
- (f) All confidential information obtained from the ordering agency for use in the performance of this contract shall, at all times, be stored in an area that is physically safe from unauthorized access.
- (g) All such information shall be handled as confidential and may not be disclosed without the written permission of the DC Government and/or the Contracting Officer.
- (h) The Government reserves the right to conduct on-site visits to review the contractor's documentation and in-house procedures for protection of confidential information.
- (i) If a subcontractor is used for the sorting and/or mailing, the subcontractor must conform to all security requirements of the contract.

SECURITY WARNING: The items produced on this contract contain personally identifiable information (PII) including masked Federal Employee Identification Numbers/Social Security Numbers (EIN/SSN).

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

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

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

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

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

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

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

Confidentiality and Non-Disclosure Affidavit – Upon award, all contractor employees that will have access to PII must sign a Confidentiality and Non-Disclosure Affidavit which will be provided by the ordering agency (see Attachments A and B).

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

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

The contractor shall present, in writing, to the Contracting Officer within three (3) calendar days of being notified to do so by the Contracting Officer or his/her representative, detailed plans for the following activities. The workday after notification to submit will be the first day of the schedule.

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

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

- How all accountable materials containing PII will be handled throughout all phases of production.
- How the disposal of waste materials containing PII will be handled (see “DISPOSAL OF WASTE MATERIALS” specified herein).
- List of subcontractor(s) and their specific function.
- How all applicable Government-mandated security/privacy/rules and regulations, as cited in this contract, shall be adhered to by the contractor and/or subcontractor(s).

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 plans to GPO within three (3) calendar days 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.

DISPOSAL OF WASTE MATERIALS: The contractor is required to demonstrate how all waste materials used in the production of sensitive records containing PII will be definitively destroyed (i.e., burning, pulping, shredding, macerating, or other suitable similar means). Electronic records containing PII must be definitively destroyed in a manner that prevents reconstruction. *Definitively* destroying the records means the material cannot be reassembled and used in an inappropriate manner in violation of law and regulations. *Sensitive* records are records that are exempted from disclosure by statute, including the Privacy Act or regulation. Contractor required to show proof of disposal.

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

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

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

The documents will be reviewed to validate that adequate financial resources are available to perform the contract

requirements. Documents submitted will be kept confidential, and used only for the determination of responsibility by the Government. Failure to provide the requested information in the time specified by the Government may result in the Contracting Officer not having adequate information to reach an affirmative determination of responsibility.

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

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

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

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from Date of Award through July 31, 2021 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.

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

PRIVACY ACT

(a) The contractor agrees:

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

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

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

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

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

1. Illegibility of bid.
2. Emails over 75 MB may not be received by GPO due to size limitations for receiving emails.

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

PAYMENT: Upon completion of each weekly order, prior to submitting a billing invoice to GPO for payment, the contractor must submit an itemized billing invoice to the ordering agency for verification, approval, and signature. After agency verification/approval, the contractor must submit the signed billing invoice and the print order to the U.S. Government Publishing Office. (Agency contact information to be provided after award.)

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

<http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html>.

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: <https://www.gpo.gov/how-to-work-with-us/agency/billing-and-payment>.

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

SECTION 2. – SPECIFICATIONS

SCOPE: These specifications cover the production of mailing packages for six (6) different mailer groups consisting of a letters (notices and/or bills), inserts, business return envelopes (BRE), and mail-out envelopes requiring such operations as electronic prepress, printing, variable imaging, binding, construction, packing, and distribution.

NOTE: For the purpose of this contract, notices or bills will be referred to as “letters” throughout the contract. Unless otherwise specified, all specifications will apply equally to the notices or bills.

TITLE: Various Mailers.

FREQUENCY OF ORDERS: A weekly print order will be issued each Monday to cover the daily files transmitted that week for each Print Group as specified below:

BRE Print Group – Approximately 80 to 100 orders per year.
Non-BRE Print Group – Approximately 150 to 200 orders per year.
Voucher Print Group – Approximately 50 to 100 orders per year.
Certified Mail Print Group – Approximately 3 orders per year.
RPTA BRE Print Group – Approximately 5 to 10 orders per year.
RPTA Non-BRE Print Group – Approximately 2 orders per year.

When ordered, separate print orders will be issued for the transmission test and for proofs and prior to production samples.

QUANTITY:

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

BRE Print Group – Up to approximately 100 to 5,000 copies per order.
Non-BRE Print Group – Approximately 50 to 200 copies per order.
Voucher Print Group – Approximately 30 to 16,000 copies per order.
Certified Mail Print Group – Approximately 4,000 to 5,000 copies per order.
RPTA BRE Print Group – Approximately 3,000 to 220,000 copies per order.
RPTA Non-BRE Print Group – Approximately 220,000 copies per order.

NUMBER OF PAGES:

Letters – Approximately 1 to 8 pages (1 to 4 leaves) per letter per mailer.
Inserts – 1 leaf (face only).
BRE Envelopes – Face only.
Mail-out Envelopes – Face only

TRIM SIZES:

Letters – 8-1/2 x 11”.
Inserts – 8-1/2 x 11”.
BRE Envelopes – 3-7/8 x 8-7/8” (No. 9), plus flap, single window.
Mail-out Envelopes – 4-1/8 x 9-1/2” (No. 10), plus flap, double window; 6 x 9”, plus flap.

GOVERNMENT TO FURNISH:

Letters – Electronic media for the letters (containing both static and variable information) will be furnished via the agency-hosted SFTP site (see below paragraph). Files will be Adobe Acrobat (version 5.x) PDF files (version PDF4NET 1.4) with all printer and screen fonts 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.)

All PDF batches will be transmitted each night via the GoAnywhere-managed FTP server (see “BATCHING” specified herein). From there, the files are transmitted via the Server Message Block (SMB) to the Modernized Integrated Tax system (MITS) (MITS_PROD_A hot folder) where they are automatically added to the print queue. The ordering agency’s internal Operations Team uses that interface to process each job, transmit each job to the contractor, do reprints, if needed, etc. In the event of any issues, the Operations Team will work with MITS operational or development staff to resolve the issue and retransmit jobs when needed.

Inserts – An Adobe Acrobat (version 5.x) PDF file will be furnished via email. All printer and screen fonts will be 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.)

The file will be furnished once at the beginning of the contract to be held for reuse throughout the term of the contract. If a change occurs to the content of the insert at any time throughout the term of the contract, the contractor will be notified, and a new file will be furnished.

All Envelopes – A sample of each envelope will be furnished to be used as camera copy.

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

BATCHING: Letters in MITS system will either be added manually by the ordering agency’s users (employees of the Tax Office) throughout the day or created by the system during the nightly job stream (which will be every workday). Every letter in the system will be in a “print group,” which controls what other letters it can and can’t be batched together with. “Batching” is the process of grouping together letters that can be processed together on the printing and inserting equipment. Batches are ultimately generated into PDF files and transmitted directly to the contractor for production (see “*Electronic Media*” below). NOTE: It is not anticipated that batch streams are created/sent on Federal holidays.

Letters are batched according to the number of pages in the envelope so that the U.S. Post Service (USPS) can weigh and charge appropriately for the varying page counts.

BRE and Non-BRE letters are also batched separately.

MITS limits print batches to 2,500 pages to limit file sizes and generation times. The PDF batches are designed to print the letters both simplex and duplex.

Each letter in MITS has a flag to mailers that require that a BRE be inserted in the mailer.

MITS generates a barcode on each certified mail piece with a unique number and sends an electronic manifest to the USPS with those numbers. Additionally, a paper manifest will be emailed to ITS Print Group (OCFO) for them to print and provide to the USPS. When the USPS is able to successfully deliver the mail piece, they send MITS an electronic record back with the confirmed status.

Foreign mailing addresses, if any, are sorted to the beginning of the batch to be easily separated. NOTE: Certified batches will contain only domestic mailing addresses.

Secondary to the foreign mail being sorted to the front, letters within each batch will be sorted by mail type (i.e., notices or bills). In the event that a specific letter has an identified problem, Operations Teams will be able to utilize the batch report to remove those pages from the printed job.

Some batched pages will be turned to landscape. The print control checks for landscape and handles drawing the sequence barcode in the correct place.

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

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

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

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

All halftones are to be 133-line screen or finer.

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.

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

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

The contractor will be required to receive within one (1) workday up to 100 letters each from two Print Groups (total of 200 letters). These groups will be sent concurrently, and the contractor will need to demonstrate their ability to receive them simultaneously. Files will be furnished via contractor-hosted SFTP site.

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

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

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

When the record count verification have been successfully completed, the contractor will be required to process the test files and provide, within two (2) workdays, one (1) sample letter for each of the 100 letters from the transmission test for both Print Groups (total of 200 sample letters).

Transmission test letters do not require inserts and envelopes.

Samples of the letters that contain “Bill-Coupons” will be tested on industry-standard, high-speed voucher scanning equipment.

The Government will approve, conditionally approve, or disapprove the samples from the Transmission Test within two (2) workdays of 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 thereof.

If errors are found, one (1) sample letter for each of the 100 letters from the transmission test for both Print Groups (total of 200 sample letters) will be required until such time as the validation produces no errors.

PROOFS: Proofs of the letters, inserts, and envelopes will be ordered once at the beginning of the contract and anytime that a change is made to any of the products.

Letter for Each Print Group –

Contractor must furnish proof of the first (approximate) 100 pages of the furnished files. NOTE: If the first 100 pages should end in the middle of a letter, the contractor must furnish proofs of all pages of that last file even if resulting in over 100 pages.

Proofs must show both the static text matter and the live variable data.

One (1) set of digital color content proofs. Direct to plate must be used to produce the final product with a minimum of 2400 x 2400 dpi. Proofs must be created using the same Raster Image Processor (RIP) that will be used to produce the product. Proofs shall be collated with all elements in proper position (not pasted up), imaged face and back, trimmed, and folded to the finished size of the product, as applicable.

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

Envelopes (BRE and Mail-out Envelopes) – Two (2) sets of digital color content proofs for each envelope size. 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. Proofs for envelopes must show all margins and dimensions, indicate trim marks, show flap, and show window location, if applicable.

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

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

PRIOR TO PRODUCTION SAMPLES (All Print Groups): Prior to production samples of the letters, inserts, and envelopes will be ordered once at the beginning of the contract and anytime that a change is made to any of the products.

Prior to the commencement of production of the contract production quantity of the letters, inserts, and all envelopes, the contractor shall submit not less than 10 printed, constructed samples. The container and accompanying documentation shall be marked "PREPRODUCTION SAMPLES" and shall include the GPO jacket, purchase order, and program numbers.

The letters, inserts, and envelopes shall be printed and bound/constructed as specified and must be of the size, kind, and quality that the contractor will furnish. All items must be printed on and constructed from the stock/paper as specified herein.

Contractor to submit all samples to: DC Government, Office of Tax and Revenue, 1101 4th Street, SW, 5th Floor, Washington, DC 20024. **NOTE: Due to COVID 19, the contractor may be required to ship the samples to an address to be determined after award.**

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

The Government will approve, conditionally approve, or disapprove the samples within two (2) workdays of the receipt thereof. Approval or conditional approval shall not relieve the contractor from complying with the specifications and all other terms and conditions of the contract. A conditional approval shall state any further action required by the contractor. A notice of disapproval shall state the reasons therefore.

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

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

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

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

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the “Government Paper Specification Standards No. 13” dated September 2019. Government Paper Specification Standards No. 13 - https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/vol_13.pdf.

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

Letter – White High Quality Xerographic Copier, Laser Printer, basis weight: 24 lbs. per 500 sheets, 17 x 22”, equal to JCP Code O-61.

Insert – White High Quality Xerographic Copier, Laser Printer, basis weight: 24 lbs. per 500 sheets, 17 x 22”, equal to JCP Code O-61.

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

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

PRINTING AND VARIABLE IMAGING:

Letters – Print duplex (face and back, head to head) and/or simplex (one-side only, when an odd page is required) in black and one additional ink color. Printing consists of text and line matter and agency logo. Variable image on the face in black. Variable imaging consists of text matter only. An occasional letter may have imaging on the back. Match Pantone number as indicated on the print order.

Inserts – Print face only in black ink only. Printing consists of text and line matter and halftones.

BRE Envelopes – Print face and back (after construction) in black ink. Printing consists of text and line matter and agency logo.

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

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

All envelopes require a security tint (lining is acceptable) printed on the inside (back – before manufacture) in black ink. 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.

MARGINS: Margins will be as indicated on the print order or furnished electronic media. When ordered, insert may bleed on one to four sides.

BINDING:

Letters – Trim four sides.

Some letters will require a perforation (slit or slot without ink) across the entire 8-1/2” dimension, 3-1/2” from the bottom of the letter. The perforated stub is part of the letter itself and will be electronically transmitted with the furnished files. The perforated stub will be on the last leaf of the letter.

Inserts – Trim four sides.

CONSTRUCTION (All Envelopes):

BRE Envelopes (3-7/8 x 8-7/8") – Envelope must be open side, with gummed, fold-over flap for sealing and contain high-cut diagonal seams. Flap depth is at the contractor's option but must meet all USPS requirements. Flap must be coated with suitable remoistenable glue that will securely seal the return envelope for mailing. (Adhesive must not adhere to the contents of the envelope.)

Face of envelope to contain one die-cut mailing address window (approximately 1-1/8 x 3-1/8" in size) with slightly rounded corners. Location of window is at contractor's option but it must align with the location of the mailing address on the return portion of the letter and only allow visibility of the mailing address on the return portion through the mailing address window when the recipient folds and inserts into the BRE envelope.

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

Mail-out Envelopes (4-1/8 x 9-1/2") – Envelope must be open side, with gummed fold-over flap for sealing and contain side seams. Flap depth is at the contractor's option but must meet USPS standards. Flap must be coated with a suitable remoistenable glue that will securely seal the envelope without adhering to contents, not permit resealing of the envelope, and permit easy opening by the recipient.

Face of envelope to contain two windows, as follows –

- One die-cut mailing address window (approximately 1-3/8 x 4-3/4" in size) with slightly rounded corners. Location of mailing address window is at contractor's option but it must align with the location of the mailing address on the letter and only allow visibility of the mailing address on the letter through the mailing address window when folded and inserted into the mail-out envelope.
- One die-cut return address window (approximately 1-3/8 x 4-3/4" in size) with slightly rounded corners. Location of return address window is at contractor's option but it must align with the location of the return address on the letter and only allow visibility of the return address on the letter through the return address window when folded and inserted into the mail-out envelope.

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

Mail-out Envelopes (6 x 9") – Envelope must be open side, with gummed fold-over flap for sealing and contain high-cut diagonal seams or double side seams, at contractor's option. Flap depth is at the contractor's option but must meet USPS standards. Flap must be coated with a suitable remoistenable glue that will securely seal the envelope without adhering to contents, not permit resealing of the envelope, and permit easy opening by the recipient.

GATHERING AND INSERTING:

Non-BRE Print Group and RPTA Non-BRE Print Group – Gather the appropriate number of leaves per letter, letter-fold, and insert into No. 10 mail-out envelope with recipient's name and address on first page facing out for visibility through window envelope.

BRE Print Group, Voucher Print Group, and RPTA BRE Print Group – Gather the appropriate number of leaves per letter, letter-fold, and insert into No. 10 mail-out envelope with recipient’s name and address on first page facing out for visibility through window envelope. Insert the BRE envelope (flat) behind the letter (when viewed from the window side of the envelope).

Certified Mail Print Group – Gather the appropriate number of leaves per letter, fold in half, and insert into 6 x 9” mail-out envelope with recipient’s name and address on first page facing out for visibility through window envelope.

For All Print Groups – Occasionally, one or two 1-leaf inserts may be required for any of the print groups. When required, letter-fold separately from the letter and insert into the mail-out envelope behind the letter (and in front of the BRE envelope, if applicable).

It is the contractor’s responsibility to assure that only the computer-generated address on the letter will be visible through the mailing address window in the appropriate mail-out envelope and that only one letter and one copy of each required insert or BRE envelope is inserted into each mail-out envelope.

Seal all mail-out envelopes.

BARCODING: Contractor to print a barcode in the right margin of the letter that tells the inserter when one letter ends and the next letter begins. It also triggers if a BRE is required. The barcode is made up of 11 total digits encoded as a Code39 barcode, as follows –

- Doc ID – Not used for MITS, always “00”.
- Piece # – Six-digit sequence of the letter. Incrementing this sequence indicates the previous envelope is complete, and this is the start of the next envelope.
- Total Sheets – The number of physical pages in the current letter.
- Sheet # - The page count within the current letter, ranging from 1 to total sheets.
- BRE – “0” or “1” to trigger a BRE insert, when required.

Example: (two letters consisting of two pages, with the first letter requiring a BRE and the second letter not requiring a BRE) –

- 00000001211
- 00000001221
- 00000002210
- 00000002220

DISTRIBUTION: Mail f.o.b. contractor’s city each individual mailer to both domestic (nationwide, including APO/FPO) and foreign addresses, as applicable to each print group. Contractor is responsible for all costs associated with transporting the mailers to the USPS.

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

All mailing must be made at the Presorted First Class rate.

The contractor is cautioned that “Postage and Fees Paid” indicia may be used only for the purpose of mailing material produced under this contract. However, orders which result in mailings of less than 200 pieces or less than 50 pounds will require the contractor to apply the appropriate postage to each mailing. Contractor will be reimbursed for postage by submitting a properly completed Postal Service form (or equivalent) with the invoice for billing.

Certificate of Conformance: When using Permit Imprint Mail, the contractor must complete GPO Form 712 - Certificate of Conformance (Rev. 10-15), and the appropriate mailing statement or statements supplied by USPS. A fillable GPO Form 712 Certificate of Conformance can be found at <https://www.gpo.gov/how-to-work-with-us/vendors/forms-and-standards>.

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

In accordance with United States Postal Service (USPS) regulations, contractor will be required to run distribution files on each order through the National Change of Address (NCOA) service database to verify addresses are NCOA certified, as required. All related costs to perform this operation must be included in submitted bid pricing. No additional reimbursement will be authorized.

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 292-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.

Upon completion of each print order, all electronic files and variable data must be deleted from the contractor’s system.

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

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

Print order and furnished materials will be furnished via SFTP.

When required, the furnished material (for envelopes) and hard copy proofs must be picked up from and delivered to: DC Government, Office of Tax and Revenue, 1101 4th Street, SW, 5th Floor, Washington, DC 20024. **NOTE: Due to COVID 19, the contractor may be required to ship the samples to an address to be determined after award.**

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

Transmission Test Schedule –

- The contractor will be required to receive up to approximately 100 letters from two Print Group within one (1) workday. (NOTE: These Print Groups will be sent simultaneously.)
- The contractor will be required to perform a record count verification within one (1) workday of receipt of complete transmission of all letter test files and furnish the Government with the exact counts.
- The Government will provide verification within one (1) workday of receipt thereof.
- The contractor will be required to furnish sample letters within two (2) workdays of receipt of Government verification of record counts.
- The Government will approve, conditionally approve, or disapprove within two (2) workdays of receipt thereof.

Proof and Prior to Production Sample Schedule –

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

- Contractor must submit proofs within three (3) workdays of receipt of notification of the availability of print order and furnished material.
- Proofs will be withheld no more than two (2) workdays from their receipt at the ordering agency until they are made available for pickup. (The first workday after receipt of proofs at the ordering agency is day one of the hold time.)
- If required, contractor must submit the prior to production samples within two (2) workdays of receipt of “O.K. to Print” on proofs.
- The Government will approve, conditionally approve, or disapprove the samples within two (2) workdays of the receipt thereof.

Production Schedule –

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

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

For each Print Group, the ordering agency will issue a weekly print order and transmit files daily under that weekly order by 4:00 a.m. each workday, as applicable to each Print Group schedule. If not received by 4:00 a.m., contractor to notify MITS-PROD-SUPPORT@dc.gov immediately.

The following schedules begin upon receipt of file transmission.

BRE Print Group – Complete production and mailing must be made within 48 hours after receipt of complete transmission of files.

Non-BRE Print Group – Complete production and mailing must be made within 48 hours after receipt of complete transmission of files.

Voucher Print Group – Complete production and mailing must be made within 48 hours after receipt of complete transmission of files.

Certified Mail Print Group – Complete production and mailing must be made within 48 hours of receipt of complete transmission of files.

RPTA BRE Print Group – The largest orders for the RPTA BRE Print Group will be ordered in February (for March 1st in-home delivery date) and August (for August 16th “in-home” delivery date) with schedules as follows:

February Order (Tax Bill) –

- Files will be transmitted seven (7) workdays prior to March 1st.
- Contractor must mail all mailers three (3) workdays prior to March 1st.
- Recipients must receive mailer on or before March 1st.

August Order (Tax Bill) –

- Files will be transmitted seven (7) workdays prior to August 16th.
- Contractor must mail all mailers three (3) workdays prior to August 16th.
- Recipients must receive mailer on or before August 16th.

Balance of RPTA BRE Print Group Orders – Complete production and mailing must be made within 48 hours of receipt of complete transmission of files.

RPTA Non-BRE Print Group – Mailers for the RPTA Print Groups will only be ordered in February (for March 1 in-home delivery date) and August (for August 16th “in-home” delivery date) with schedules as follows .

February Order –

- Files will be transmitted seven (7) workdays prior to March 1.
- Contractor must mail all mailers three (3) workdays prior to March 1.
- Recipients must receive mailer on or before March 1.

August Order (Tax Bill) –

- Files will be transmitted seven (7) workdays prior to August 16th.
- Contractor must mail all mailers three (3) workdays prior to August 16th.
- Recipients must receive mailer on or before August 16th.

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

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

For compliance reporting purposes, the contractor is to notify the U.S. Government Publishing Office of the date of shipment or delivery. Upon completion of each order, contractor must contact the Shared Support Services Compliance Section via email at compliance@gpo.gov. Personnel receiving email 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.

NOTE: The Determination of Award estimates specified below are based on historical data; however, due to the current global pandemic, the contractor is put on notice that the estimated amounts of work anticipated on this contract may be significantly impacted during the first period of performance.

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

- I. 1

- II. (a) 602
(b) 6
(c) 1

- III. (a) 250
(b) 3,440
(c) 1,236
(d) 1,245
(e) 1,706
(f) 14

- IV. (a) 1,706
(b) 14

SECTION 4. – SCHEDULE OF PRICES

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

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

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

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government. Bids submitted with NB (No Bid), NA (Not Applicable), or blank spaces for an item may be declared nonresponsive.

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

All invoices submitted to the GPO shall be based on the most economical method of production. Fractional parts of 1,000 will be prorated at the per-1,000 rate.

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

I. TRANSMISSION EMAIL TEST:

Transmission email testper test.....\$ _____

II. PROOFS AND PRIOR TO PRODUCTION SAMPLES:

(a) Letters and Inserts: Digital color content proofs per page/trim-size unit.....\$ _____

(b) Envelopes: Digital color content proofs.....per envelope.....\$ _____

(c) Prior to production samplesper order.....\$ _____

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

(a) *Daily makeready/setup charge\$ _____

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

(Initials)

- (b) Letters:
Printing in black ink and one additional ink color, and imaging in black, including binding per 1,000 leaves.....\$ _____
- (c) Inserts:
Printing/imaging face only in black, including binding per 1,000 leaves.....\$ _____
- (d) BRE Envelopes (No. 9):
Printing in black ink, including construction per 1,000 envelopes.....\$ _____
- (e) Mail-out Envelope (No. 10):
Printing in black ink, including construction per 1,000 envelopes.....\$ _____
- (f) Mail-out Envelope (6 x 9"):
Printing in black ink, including construction per 1,000 envelopes.....\$ _____

IV. GATHERING AND INSERTING: Prices offered must include the cost of all required materials and operations necessary for the mailing of the letters including cost of gathering letters (single or multiple leaves) in proper sequence, and inserting letters, required inserts, and BRE envelope, as required, into the appropriate mail-out envelope, and, complete distribution, in accordance with these specifications.

- (a) Inserting into No. 10 Mail-out Envelopeper 1,000 mailers.....\$ _____
- (b) Inserting into 6 x 9" Mail-out Envelopeper 1,000 mailers.....\$ _____

LOCATION OF POST OFFICE: All mailing will be made from the _____
 Post Office located at Street Address _____,
 City _____, State _____, Zip Code _____

(Initials)

SHIPMENTS: Shipments will be made from: City _____ State _____.

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

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

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

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

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

Bidder _____
(Contractor's Name) (GPO Contractor's Code)

(Street Address)

(City – State – Zip Code)

By _____
(Printed Name, Signature, and Title of Person Authorized to Sign this Bid) (Date)

(Person to be Contacted) (Telephone Number)

(Email) (Fax Number)

THIS SECTION FOR GPO USE ONLY

Certified by: _____ Date: _____ Contracting Officer: _____ Date: _____
(Initials) (Initials)

MOA No. CFOPD-20-A-031
ATTACHMENT A

Confidentiality and Non-Disclosure Affidavit

This Confidentiality and Non-Disclosure Affidavit (“Affidavit”) is entered into by _____ (“the Contractor”).

1. The United States Government Publishing Office (“GPO”) and the Office of Chief Financial Officer of the District of Columbia (“OCFO”) have entered into Memorandum of Agreement No. CFOPD-20-A-031, as amended (the “MOA”). The MOA sets forth the terms and conditions under which the GPO will provide a wide variety of printing, reproduction, distribution, and related services to the OCFO. GPO has outsourced activities, services, or functions under the MOA to the Contractor.
2. In performing these activities, the Contractor understands that all information provided to it by the OCFO, including, but not limited to, the Office of Tax and Revenue (“OTR”) or any other agency within the OCFO is confidential (1) which are District tax returns or return information (2) which is identified as confidential at the time of disclosure or (3) which is such that a reasonable person would consider, from the nature of the information and circumstances of disclosure, is confidential, with the exception of information that is shown to have been:
 - (a) Rightfully in the possession of the Contractor prior to the date of disclosure of such information to the Contractor, as evidenced by written documents; or
 - (b) In the public domain prior to the date of disclosure to the Contractor; or
 - (c) Supplied to the Contractor by a third party who is under no obligation to the OCFO to maintain such information in confidence; or
 - (d) Developed by or for the Contractor independently of the disclosure made under this Affidavit.
3. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of the MOA. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the MOA. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.
4. In order to safeguard District and Federal confidential information from unauthorized disclosure by the Contractor in performance of its tasks under the MOA, the Contractor agrees to comply with and assume responsibility for compliance by its employees of the following requirements:
 - (a) All work will be done under the supervision of the Contractor or the Contractor employees.

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- (b) The Contractor and the Contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (c) Any such confidential information made available in any format shall be used only for the purpose of carrying out the provisions of the MOA.
- (d) Such confidential information will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of the MOA or as may be required by law, regulation or legal process. Thus, the Contractor shall limit disclosure of such information within its own organization to only its partners, directors, officers, principals, or employees having a need to know, or partners, directors, officers, principals, or employees of affiliated entities or subcontractors having a need to know. Any personal or tax information protected by law from disclosure inadvertently given to the Contractor by the OCFO, OTR, or any other department within the OCFO is protected tax information and is not to be disclosed under the confidentiality provisions of sections 820.01(d)(1) and (3), 821(d)(2), 1805.04, 2018, 2210, 3719, 4406 of the Title 47 of the D.C. Official Code, sections 508.1 and 608.1 of the District of Columbia Municipal Regulations, and I.R.C. § 6103.
- (e) Disclosure to anyone other than such directors, officers, or employees, of the Contractor, or other than an OCFO official involved in review and evaluation of the functions of the OCFO, is prohibited.
- (f) All such confidential information will be accounted for upon receipt and properly stored before, during, and after processing.
- (g) In addition, all related output will be given the same level of protection as required for the source tax information material. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. No work involving returns and return information furnished under the MOA will be subcontracted without prior written approval of the IRS.
- (h) All computer systems processing, storing and transmitting confidential information must meet or exceed reasonable computer access protection controls. To meet these requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability procedures and documentation. Reasonable security features must be activated to protect against unauthorized use of and access to confidential information.
- (i) In addition, all computer systems receiving, processing, storing or transmitting Federal Tax Information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.

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Attachment A
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- (j) The Contractor agrees that, at the time the work is completed, at the request of the OCFO, any such confidential information processed during the performance of the MOA will be completely purged from all data storage components of the Contractor's computer facilities, and no output will be retained by the Contractor; provided, however, the Contractor may retain a copy of such information to the extent required by professional standards, the Contractor's policies or in connection with computer system backups. If immediate purging of all information storage components is not possible, the Contractor certifies that any such information, including any Federal Tax Information, remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (k) The Contractor will be responsible for the destruction of spoilage or any known intermediate hard copy printouts related to the confidential information, and will provide the OTR or representative designated by the OCFO with a statement containing the date of destruction, description of material destroyed, and the method used. The Contractor may retain a copy of such information to the extent required by professional standards or the Contractor's policies. However, any Federal Tax Information processed, as described above in this paragraph, will be given to the OCFO or his or her designee. If this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the above-referenced statement to the OCFO or his or her designee.
- (l) The Contractor will maintain a list of employees authorized access to such information. The Contractor will provide this list to, OTR, or the designated OCFO agency and provide updates of any changes to that list promptly after they occur. Such list will be provided upon request to the IRS reviewing office. No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS. The Contractor shall include with each list and update an Affidavit Acknowledgment Form (enclosed) signed by each employee authorized to access to such information.
- (m) This Affidavit shall not be construed as creating, conveying, transferring, granting or conferring upon the Contractor or any other person any rights, license or authority in or to the information exchanged, except the limited right to use such information for the purposes specified in the MOA.
- (n) No license or conveyance of any intellectual or property rights is granted or implied by this Affidavit or the MOA.
- (o) Neither the OCFO nor its representative agencies has an obligation under this Affidavit to purchase any service, goods, or intangibles from the Contractor or any other person.
- (p) Furthermore, the Contractor hereby acknowledges and agrees that the exchange of information under the MOA shall not commit or bind the District or its representative agencies and/or employees to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.

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- (q) No specification in this Affidavit of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach, or threatened breach of this Affidavit.
 - (r) This Affidavit is made under and shall be construed according to the laws of the District. In the event that this Affidavit, is breached, any and all disputes must be settled in a court of competent jurisdiction in the District of Columbia. The parties agree to waive any right to a trial by jury.
 - (s) If any of the provisions of this Affidavit are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Contract as a whole.
 - (t) The OCFO will have the right to void the MOA if the Contractor fails to provide the safeguards described above.
5. INSPECTION. The IRS and the OCFO, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.
6. CRIMINAL/CIVIL SANCTIONS
- (a) Each officer or employee of any person (including the Contractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
 - (b) Each officer or employee of any person (including the Contractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of the Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with

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the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431.

- (c) Additionally, 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), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (d) The Contractor will participate in safeguard awareness training, provided by OTR, prior to accessing and/or handling Federal Tax Information. The Contractor hereby certifies that each individual understands the OCFO's security policy and procedures for safeguarding IRS information. The Contractor will maintain their authorization to access Federal Tax Information through annual recertification. The initial certification and recertification will be documented and placed in the OCFO's files for review. As part of the certification and at least annually afterwards, the Contractor will be advised by the OCFO of the provisions of IRCs 7431, 7213, and 7213A. The training provided by the OCFO before the initial certification and annually thereafter will also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the Contractor will sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

WHEREFORE, the Contractor acknowledges that they have read and understand this Affidavit and voluntarily accept the duties and obligations set forth herein.

CONTRACTOR:

By: _____ Date: _____

Name: _____

Title: _____

**MOA No. CFOPD-20-A-031
ATTACHMENT B**

**Confidentiality and Non-Disclosure Affidavit
Acknowledgment Form**

for

The Confidentiality and Non-Disclosure Affidavit understood and agreed to by

_____ (“Contractor”) related to the Memorandum of Agreement No.

CFOPD-20-A-031, as amended (the “MOA”)

WHEREFORE, as an employee, or as a subcontractor, of the Contractor, I, solely and individually, acknowledge:

- 1) HEREBY, I have received the Confidentiality and Non-Disclosure Affidavit,
- 2) HEREBY, I have read and understand the Confidentiality and Non-Disclosure Affidavit,
and
- 3) WHEREAS, I voluntarily accept the duties and obligations and shall comply with the policies set forth therein and any revisions made thereto.

Signature: _____

Name: _____

Title: _____

Name of Employer: _____

Date: _____