

PROGRAM 2589-S Term Of Contract: January 8, 2019 through December 31, 2019 plus 4 Option Years

TITLE: MARKETPLACE ELIGIBILITY APPEAL FORMS AND NOTICES

ITEM NO.	DESCRIPTION	BASIS OF AWARD	THE DATA CENTER, LLC Salt Lake City, UT		IMS, INC. Syracuse, NY		MPM COMMUNICATIONS, LLC Waldorf, MD		SOURCELINK Greenville, SC	
			UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST
I.	PRINTING/IMAGING AND TRIMMING TO SIZE:									
(a)	Printing/Imaging Forms and Notices...per 1,000 pages	296	\$27.00	\$7,992.00	\$9.50	\$2,812.00	\$100.00	\$29,600.00	\$360.87	\$106,817.52
(b)	Printing/Imaging Envelopes:									
(1)	4-1/8 x 9-1/2" Mailing Env...per 1,000 envelopes	60	\$4.00	\$240.00	\$6.00	\$360.00	\$100.00	\$6,000.00	\$108.33	\$6,499.80
(2)	3-7/8 x 8-7/8" Courtesy Reply Env...per 1,000 env	5	\$4.00	\$20.00	\$7.00	\$35.00	\$200.00	\$1,000.00	\$1,300.00	\$6,500.00
II.	STOCK/PAPER:									
(a)	Forms and Notices: 50# White Offset/20# White Writing...per 1,000 leaves	148	\$7.00	\$1,036.00	\$7.90	\$1,169.20	\$20.00	\$2,960.00	\$43.92	\$6,500.16
(b)	Envelopes: 24# White Writing/Wove:									
(1)	4-1/8 x 9-1/2" Mailing Env...per 1,000 envelopes	60	\$33.00	\$1,980.00	\$9.00	\$540.00	\$20.00	\$1,200.00	\$108.35	\$6,501.00
(2)	3-7/8 x 8-7/8" Courtesy Reply Env...per 1,000 env	5	\$29.00	\$145.00	\$6.00	\$30.00	\$20.00	\$100.00	\$1,300.00	\$6,500.00
III.	ADDITIONAL OPERATIONS:									
(a)	Data Programing for File Viability & Form/Notice Format Testing for PDF Workflow...per 1,000 notices	63	\$0.00	\$0.00	\$5.00	\$315.00	\$250.00	\$15,750.00	\$445.92	\$28,092.96
(b)	Programming and Mailing Address Certification (CASS and NCOA)...per 1,000 addresses	62	\$0.00	\$0.00	\$2.50	\$155.00	\$250.00	\$15,500.00	\$669.50	\$41,509.00
(c)	Collate, Folding, Inserting into Envelopes...per 1,000 leaves/envelopes	153	\$20.00	\$3,060.00	\$12.50	\$1,912.50	\$325.00	\$49,725.00	\$700.88	\$107,234.64
	CONTRACTORS TOTALS			\$14,473.00		\$7,328.70		\$121,835.00		\$316,155.08
	PROMPT PAYMENT DISCOUNT		0.00%	\$0.00	0.20%	\$14.66	3.00%	\$0.00	0.00%	\$0.00
	DISCOUNTED TOTALS		NET	\$14,473.00	20 DAYS	\$7,314.04	15 DAYS	\$121,835.00	NET	\$316,155.08
			AWARDED							

Abstracted by: Teri Doughty-Shoffstall 12/11/2018

Verified by: Linda Price 12/13/2018

Contract Awarded To: The Data Center

THIS PROCUREMENT IS BEING SOLICITED AS A SMALL PURCHASE REQUEST FOR QUOTATION (RFQ). THE SEALED BIDDING TERMINOLOGY AS USED THROUGHOUT THESE SPECIFICATIONS IS SYNONYMOUS WITH THEIR NEGOTIATED PROCUREMENT COUNTERPARTS UNLESS SPECIFICALLY STATED OTHERWISE. NEGOTIATED PURSUANT TO 41 U.S.C. 5(1).

U.S. GOVERNMENT PUBLISHING OFFICE

Columbus, Ohio

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Marketplace Eligibility Appeal Forms and Notices

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

Department of Health and Human Services (HHS)
Centers for Medicare and Medicaid Services (CMS)
Office of Hearings and Inquiries (OHI)

Single Award

TERM OF CONTRACT

The term of this contract includes an initial testing period and a production period.

INITIAL TESTING PERIOD: Beginning Date of Award through December 31, 2018.

PRODUCTION PERIOD: Beginning January 1, 2019 through December 31, 2019, plus up to four optional 12-month extension period(s) (January 1, 2020 through December 31, 2020, January 1, 2021 through December 31, 2021, January 1, 2022 through December 31, 2022, and January 1, 2023 through December 31, 2023) that may be added in accordance with the "Option to Extend the Term of Contract" clause in Section 1 of this contract. Special attention is directed to the "Economic Price Adjustment" clause in Section 1 of this contract.

MAIL OR TELEFAX REPLY REQUESTED

Please review these specifications and mail your reply to U.S. Government Publishing Office, Columbus Regional Office; 1335 Dublin Road, Suite 112-B; Columbus, OH 43215 or telefax your reply to Columbus RO (614) 488-4577. NO TELEPHONE OR E-MAIL BIDS WILL BE ACCEPTED.

QUOTES ARE REQUESTED BY

2:00 p.m., prevailing Columbus, Ohio time on December 11, 2018.

QUOTES MUST BE RECEIVED BY ABOVE DATE AND TIME. LATE QUOTES WILL NOT BE CONSIDERED.

BIDDERS PLEASE NOTE

- Formerly Program 3589-S. Bidders are cautioned to familiarize themselves with all provisions of this contract before bidding. Significant revisions have been made.
- The GPO 910 "BID" Form is no longer required. Bidders are to fill out, sign/initial, as applicable, all pages of SECTION 4. – SCHEDULE OF PRICES.
- GPO has issued a new GPO Publication 310.2, GPO Contract Terms – Solicitations Provisions, Supplemental Specifications, and Contract Clause (Rev. 1-18). Prospective bidders should carefully read this publication as the applicable terms 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.
- Abstract of bids for Program 3589-S available at <https://www.gpo.gov/how-to-work-with-us/vendors/contract-pricing>.

For information of a technical nature call Linda Price at (614) 488-4616, ext. 7 (No collect calls).

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 Pub. 310.2, effective December 1, 1987 (Rev. 1-18)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Pub. 310.1, effective May 1979 (Rev. 08/02)).

- GPO Contract Terms (GPO Publication 310.2):
 - <https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/terms.pdf>
- GPO QATAP (GPO Publication 310.1):
 - <https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/qatap.pdf>

REGULATIONS GOVERNING PROCUREMENT

The U.S. Government Publishing Office (GPO) is an office in the legislative branch of the United States Government. Accordingly, the Federal Acquisition Regulation is inapplicable to this, and all GPO procurements. However, the text of certain provisions of the Federal Acquisition Regulation as contained in the Code of Federal Regulations (CFR), are referenced in this solicitation. The offeror should note that only those provisions of the Federal Acquisition Regulation which are specifically incorporated by reference into this solicitation are applicable.

SUBCONTRACTING

The predominant production functions are downloading files, manipulating data from TIBCO files, computerized variable imaging, preparation for mailing, and delivery to USPS. These items CANNOT be subcontracted. All other items, including printing of static data are not considered part of the predominant production functions. Bidder who must subcontract any of the predominant production functions may be declared non-responsible.

SECURITY

The contractor awarded this contract will be in custody of Government owned material considered Personally Identifiable Information (PII). See “Section 5. – CMS Security Specifications” for security requirements of this contract. The Government may conduct on-site unannounced, randomized Security inspections at any time.

CMS Acceptable Risk Safeguards for TIBCO transmissions: Low Security Impact Level.

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 Z 1.4):

- (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	Prior to Production Samples/Proofs and/or PSI/Imaging Inspections

CONTRACTOR FURNISHED PLANS

The contractor will be required to furnish the following plans:

- Back-Up Facility Plan
- Material Handling and Inventory Control Plan
- Production Plan
- Quality Control Plan

The Government reserves the right to waive some or all of the above listed plans. The contractor will be required to submit the required plans to the Government within 2 workdays of request.

BACK-UP FACILITY PLAN

The contractor must have two or more owned and controlled facilities (primary and back-up) that have the capability to perform all requirements of the contract. This clause is to allow for continuity of operations with back-up facilities if for any reason(s) (act of God, labor disagreements, etc.) the primary production facility is unable to meet all the requirements of the contract.

The back-up facilities, equipment, and personnel that have completed the required security documents must be available to the Contracting Officer as part of the Pre-Award Survey.

The contractor to provide current equipment list, including capacity of printing/imaging and inserting equipment for both primary and back-up facilities.

Contractor will have 3 workdays to transfer work and begin live production at back up facility.

Failure to have a back-up facility will result in a non-responsible determination.

MATERIAL HANDLING AND INVENTORY CONTROL PLAN

Contractor required to explain in detail how the following materials will be handled at the primary and back-up facilities: incoming raw materials; work-in-process materials; quality control inspection materials; USPS inspection materials; and all outgoing materials cleared for USPS pickup/delivery.

PRODUCTION PLAN

The contractor shall present, in writing, to the Contracting Officer within two (2) workdays of being notified to do so by the Contracting Officer or his/her representative, detailed plans for each of the following activities.

- Data Processing
- Printing/Imaging and Inserting
- Verification of Production and Mailing

The production plans are to include the equipment to be used during each phase of production. These plans are subject to review and approval by the Government and, unless waived by the Government, award will not be made prior to approval of same.

DATA PROCESSING

Contractor will be required to submit plans describing the data processing workflow, including timeline, personnel, and equipment required to complete all data processing.

Data Reconciliation

Contractor will be required to download forms and notices, check for viability of files and their compatibility with the Form and Notice Format instructions. Contractor will also be required to run CASS and NCOA certifications.

Unique Identification Number

Contractor will be required to create unique identifying numbers (Contractor Furnished Unique ID) to track each form and notice through entire production process, thereby providing 100% accountability. Before award, contractor will be required to submit Contractor Furnished Unique Identification Number format to Contracting Officer for approval.

If required by the Government, the contractor will be required to create a test sample totaling 50 forms and/or notices. This test must have the Contractor Furnished Unique ID and must be produced on each of the forms and/or notices. The contractor will generate a list of the unique identifying numbers for each sample. As samples are pulled, their unique number will be marked off the list. This enables the contractor to track which samples have been produced and pulled and what records have been produced. Those samples, along with the unique numbers, are to be processed and mailed directly to HHS/CMS; 7500 Security Blvd., SL 12-18; Baltimore, MD 21244-1850; Attn: Mark Rydberg.

PRINTING/IMAGING AND INSERTING

Contractor will be required to submit plans describing the printing/imaging production phase and inserting production phase, including timeline and personnel and equipment required to complete all printing/imaging and inserting.

VERIFICATION OF PRODUCTION AND MAILING

Contractor must have a tracking process (defined below) providing **100% accountability of production and mailing** to determine that the data from the original print file is in the correct envelope with the correct number of pages. The forms and notices requiring print regeneration must be reprinted from their original print image with the original job ID and piece ID remaining unchanged as each mail piece continues through the inserting life cycle. This process will repeat itself (since subsequent reprint runs may yield damages) until all mail pieces from the original print run have been inserted and accounted for.

Tracking Process

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

Tracking Reports

All tracking reports shall be provided by the contractor. See Exhibits 1 to 3 for sample report layouts. Contractor must be able to produce ad hoc reports from the Master Report when requested. Contractor must have all hardware, programming, and finalized reports in place to meet this requirement before the start of live production.

Final report layouts will be determined at the Post-Award Conference. The Government considers grounds for the immediate default of this contract if the contractor, at any time, is unable to perform or found not complying with any part of this requirement. Contractor is required to provide any requested reports within an hour of a request via e-mail in MS Word, MS Excel, PDF, or other software as agreed upon at the Post-Award Conference.

All reports must be retained in electronic form for the life of the contract and must be made available to the Government for auditing of contractor performance upon request.

Notice integrity shall be defined as follows:

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

Mailing integrity shall be defined as follows:

- All forms and notices received from CMS for each file date were printed, inserted, and entered correctly into the United States postal system or otherwise accounted for on the Master Report.
- The contractor is responsible for providing the automated inserted form and notice tracking/reporting systems and processes required to validate that 100% of all forms and notices received from CMS were printed, all pages for each form and notice are accounted for, inserted, and mailed correctly or otherwise accounted for on the Master Report.

Automated System

The contractor's inserting equipment must have automated systems that include notice coding and scanning technology capable of uniquely identifying each form and notice and corresponding form and notice leaves within each individual file. Including:

- (a) Entrance Scanning: A camera system must electronically track and scan all pages of each mail piece as the inserting equipment pulls them into the machine to ensure each mail piece was produced and inserted. If there is any variance on a mail piece or if a mail piece is not verified that all pages are present, that piece and the piece prior to and immediately following must be diverted and sent back for reprint. All instances of variance must be logged.

- (b) Touch and Toss: All spoilage, diverted, mutilated, or mail pieces that are acted upon directly by a human hand prior to sealing must be immediately recorded, discarded, properly destroyed, and automatically regenerated in a new print file for reprint. *Exception* - Intentionally diverted pieces due to a requirement for a product, which cannot be intelligently inserted and requires manual insertion such as a publication, can be sealed, re-scanned and placed back into production. These must be programmed diverts and sent to a separate bin for processing to ensure they are not mixed with other problem diverts and logged into the automated system as such.
- (c) Exit Scanning: A camera system must be mounted just aft of the inserting equipment. This camera system must read a unique code through the window of each mail piece and capable of identifying and reporting all missing forms and notices that were lost or spoiled during production for each individual file. This system ensures that no missing mail pieces have been inadvertently inserted into another mail piece. The equipment must check the mail pieces, after insertion and verification that all pages are accounted for, and divert any suspect product. During exit scanning, if a sequence number is missing, the notice prior to and immediately after must be diverted. The equipment must divert all products that exhibit missing or out of order sequence numbers and any other processing errors. All diverted pieces are to be automatically recorded and regenerated in a new print file for reprint.
- (d) Reconciliation: All notices and the amount of correct finished product must be electronically accounted for after insertion through the use of the automated system that is independent of the inserting equipment as well as independent of the operator. The sequence numbers, for each file, must be reconciled; taking into account any spoilage, duplicate and/or diverted product. If the reconciliation yields divergent results, corrective action must be taken to locate the mail pieces that are causing any difference between the input and outputs of the inserting process. Therefore, all finished mail for that sequence run must be held in an accessible area until this reconciliation is complete.
- (e) Generate a new production file for all missing, diverted or mutilated forms and notices (reprint file).

A recovery system will be required to ensure that all defective or missing/mutilated pieces detected are identified, reprinted and replaced. The recovery system must use unique sequential numbers assigned to each piece to aid in the recovery and replacement of any defective or missing/mutilated pieces, and must be capable of tracking and/or locating any individual piece of mail from the time it leaves the press, up to and including off-loading to the USPS facility.

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

The contractor's Verification of Production and Mailing and the Quality Control Plan must account for the number of pieces mailed. The contractor shall monitor all aspects of the job including material handling and mail flow, to assure that the production and delivery of these notices meet specifications and Government requirements.

QUALITY CONTROL PLAN

The contractor shall provide and maintain, within their own organization, an independent quality assurance organization of sufficient size and expertise to monitor the operations performed and inspect the products of each operation to a degree and extent that will ensure the Government's quality assurance, inspection and acceptance provisions specified herein are met.

The contractor shall perform, or have performed, the process controls, inspections and tests required to substantiate that the products provided under this contract conform to the specifications and contract requirements. The contractor shall describe in detail their quality control/quality assurance and recovery plans describing how, when and by whom the plans will be performed.

The quality control plan must also include examples and a detailed description of all quality control samples and their corresponding inspection reports or logs the contractor will keep to document the quality control inspections performed on each run. Furthermore, the plan must include the names of all quality assurance officials and describe their duties in relationship to the quality control plan. The quality control plan must account for the number of pieces mailed daily.

QUALITY CONTROL SAMPLE

The plans must provide a description of how the contractor will create quality control samples for periodic samplings to be taken during the production run and shall contain control systems that will detect defective or missing/mutilated pieces and provide for back-up and re-running in the event of an unsatisfactory sample.

The plan should include the sampling interval the contractor intends to utilize. The contractor will be required to create two quality control samples to be drawn from the production stream at the same time:

- One (1) sample will be drawn, inspected and retained as part of the contractor's quality assurance records.
- One (1) sample will be drawn for CMS and will be packed with the remaining samples associated with each print order and shipped to CMS (address to be supplied at the Post-Award Conference).

The plan shall detail the actions to be taken by the contractor when defective, missing, or mutilated items are discovered. These actions must be consistent with the requirements found in GPO Pub. 310.2, effective December 1, 1987 (Rev. 1-18).

The plan shall monitor all aspects of the job including material handling and mail flow, to assure that the production and delivery of these forms and notices meet specifications and Government requirements. This includes maintaining 100% accountability in the accuracy of imaging and mailing of all pieces throughout each run. The contractor must ensure that there are no missing or duplicate pieces.

The contractor must maintain quality control samples, inspection reports and records for a period of no less than 120 calendar days subsequent to the date of the check tendered for final payment by the Government Publishing Office. The Government will periodically verify that the contractor is complying with the approved quality control plan through on-site examinations and/or requesting copies of the contractor's quality assurance records and quality assurance random copies. All quality control samples must be produced at no additional cost to the Government.

MAILING

This plan should include sufficient detail as to how the contractor will comply with all applicable U.S. Postal Service (USPS) mailing requirements as listed in the USPS Domestic Manual in effect at the time of the mailing and other USPS instructional material such as the Postal Bulletin. The contractor must also disclose how they will achieve multi-level USPS automated presort postal discounts as outlined in the contract.

OPTION TO EXTEND THE TERM OF 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 5 years (**December 31, 2023**) as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the “Extension of Term of Contract” clause. See also “Economic Price Adjustment” clause for authorized pricing adjustment(s).

EXTENSION OF TERM OF CONTRACT

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 **January 1, 2019 through December 31, 2019**, 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 **September 30, 2018**, 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.

If the Government exercises an option, the extended contract shall be considered to include this economic price adjustment clause.

PRE-AWARD SURVEY

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

The Pre-Award Survey will include a review of all subcontractors involved, along with their specific functions; and the contractor's/subcontractor's, personnel, data handling, production, security and other requirements outlined in "Section 5 CMS Security Specifications".

The Government reserves the right to conduct Post-Award Surveys of the same nature as needed.

At the Government's option, Pre-Award or Post-Award Surveys may be conducted to review of all data handling and production areas involved along with their specific functions, and the contractor's, personnel, production, security and other requirements outlined in this contract and in the contractor's Security Plan.

POST-AWARD CONFERENCE

The Post-Award Conference between contractor and agency is required, unless waived by the Government. The Post-Award Conference will be conducted via telephone or at contractor's facility(ies). The purpose of the conference will be to discuss and review all aspects of the contractor's production plan and to establish coordination of all internal and external operations required to complete the contract and for CMS to determine the appropriate level of security investigation.

INITIAL TESTING PERIOD/POST-AWARD TEST

Unless waived by the Government, the contractor awarded the contract shall be required to demonstrate their ability to retrieve TIBCO files, program the files, and print and insert the items required in these specifications at the requisite quality level by completing a Post-Award Test.

The contractor will be required to download 1,000 test files from the TIBCO mailbox. Test files will be in both English and Spanish and will be in PDF format. Contractor must program the files for NCOA and IMb as described in these specifications, encrypt and password protect the files, and submit them to Mark Rydberg at mark.rydberg@cms.hhs.gov.

Test files must show the Intelligent Mail Barcode (IMb) for each furnished address. The samples submitted by the contractor must be downloaded and programmed at the same facilities that will be used for producing contract production quantities. Contractor to submit the Post-Award Test samples within one workday of receipt of files in TIBCO.

The contractor may be required to submit up to 100 printed notices provided in the TIBCO mailbox. Each notice must be complete, ready-to-mail notices and envelopes in accordance with the furnished copy and specifications and must be constructed as specified and must be of the size, kind, and quality that the contractor will furnish.

The samples submitted by the contractor must be manufactured at the same facilities that will be used for producing contract production quantities.

Contractor to submit Post-Award Test samples within three workdays of receipt of files in TIBCO.
Contractor to submit the Post-Award Test samples to: HHS/CMS; 7500 Security Blvd., SL 12-18; Baltimore, MD 21244-1850; Attn: Mark Rydberg.

The samples produced during the Initial Testing Period/Post-Award Test will be checked for adherence to all specifications. The Government will approve, conditionally approve, or disapprove these test copies within five (5) 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 these copies are disapproved by the Government due to printer's errors, the Government may require the contractor to submit additional copies for inspection and testing, in the time and under the terms and conditions specified in the notice of disapproval.

Such additional copies shall be furnished, and necessary changes made, at no additional cost to the Government. In the event these additional copies are disapproved by the Government due to printer's errors, the contractor may 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.

If the ability to achieve the necessary quality is not satisfactorily demonstrated, the prospective contractor may be declared nonresponsible. The Post-Award Test will be performed at no cost to the Government. All samples must be manufactured at the same facilities used for producing contract production quantities.

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. Production orders may be issued under the contract from **January 1, 2019 through December 31, 2019** 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 activities 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.

DELIVERY/SHIPPING STATUS INFORMATION

Contractors are to report information regarding each order for compliance reporting purposes and include date of delivery (or shipment if applicable) for proofs and delivery schedules in accordance with the contract requirements by contacting Columbus Regional Office via e-mail to the address provided after award, or by calling (614) 488-4616, ext. 6, or by faxing to (614) 488-4577. Personnel receiving e-mail, phone call, or fax will be unable to respond to questions of a technical nature or transfer any inquiries.

PAYMENT

Submitting all invoices for payment via the GPO fax gateway (if no samples are required) utilizing the GPO barcode coversheet program application is the most efficient method of invoicing. Instruction for using this method can be found at <https://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html>.

Invoices may also be mailed to: U.S. Government Publishing Office, Office of Financial Management, Attn: Comptroller, Stop: FMCE, Washington, DC 20401.

For more information about the billing process refer to the General Information of the Office of Finance web page located at <https://www.gpo.gov/finance/index.htm>.

At time of invoicing, the contractor shall submit a copy of the print order, contractor's invoice, and all mailing and/or delivery receipts via e-mail to mark.rydberg@cms.hhs.gov and the GPO e-mail address provided after award.

SECTION 2. – SPECIFICATIONS

SCOPE

These specifications cover the production of Marketplace Eligibility Appeal Forms, Notices, and envelopes requiring such operations as programming of furnished PDF and XML files, printing/imaging in English and Spanish, envelope construction and printing, collating, folding, insertion, and mailing forms and notices.

TITLE

Marketplace Eligibility Appeal Forms and Notices

FREQUENCY OF ORDERS

Anticipate 52 orders per year for forms and notices placed on a daily basis. Up to 10 different forms and notices will be ordered on the contract.

Digital files containing a PDF copy of each form or notice with a corresponding XML data file and will be placed in TIBCO daily Sunday through Saturday. A GPO Form 2511 (print order) for the forms and notices will usually be issued on Thursday for daily forms and notices placed the following week.

During the term of this contract the Government reserves the right to develop new forms and notices with the same requirements as the Marketplace Eligibility Appeal Forms and Notices described in these specifications.

QUANTITY/NUMBER OF PAGES

All quantities shown below are approximate. The Government anticipates these annual quantities may increase or decrease by 25% each term of the contract.

Exact quantities of each form or notice will be furnished as Count Files via e-mail the same day as the record files are received in the TIBCO mailbox.

Anticipate 7% of the annual quantities of all forms and notices will be in Spanish and the balance in English.

Anticipate 8% of all forms and notices will require Courtesy Reply Envelopes.

It is anticipated that daily record transmissions will range between 1 and 3,500 total forms and/or notices.

It is anticipated that forms and notices will have between 4 and 8 pages. Page counts may increase during the term of the contract. *Furnished files contain different form and notice types and mixed page counts.*

The following is anticipated:

Form and Notice Page Count	1 to 250 Forms and Notices per Day	251 to 500 Forms and Notices per Day	501 to 3,500 Forms and Notices per Day
4 Pages	19,000 records annually	13,000 records annually	4,000 records annually
6 Pages	13,000 records annually	4,000 records annually	3,000 records annually
8 Pages	1,000 records annually	1,000 records annually	2,000 records annually

TRIM SIZE

Three different trim sizes will be ordered.

Forms and Notices: 8-1/2 x 11" flat trim size, collated and folded to approximately 8-1/2 x 3-9/16"

Mailing Envelopes: #10 Safety Window Envelopes 4-1/8 x 9-1/2"

Courtesy Reply Envelopes: 8-7/8 x 3-7/8"

GOVERNMENT TO FURNISH

FORMS AND NOTICES

Media

The contractor must be able to send and receive electronically transmitted data via Secure File Transfer Protocol (SFTP). The medium used by the contractor must have the capability to compare records sent with records received, verifying a complete transmission.

Data Files will be furnished by EFT, MFT/GIS-compatible secure File Transfer Protocol Client (SFTP), Internet Explorer 5.0 or above. A TIBCO MFT access will be setup by CMS to provide contractor access to data files. See Section 5 – CMS Security Specifications for information regarding access to the TIBCO files.

Count files will be furnished to the contractor via e-mail. Count file e-mails will contain of total forms and notices and the total images provided to the contractor and if Courtesy Reply Envelopes are required for a given form or notice.

Furnished files contain different form and notice types and mixed page counts. Contractor to reconcile data files with count files as described in "Workflow and Data Programming" hereafter.

Platform

Microsoft's Windows XP operating system or Apple Macintosh Operating System.

Software

Microsoft Word 2013 or higher, Adobe Live Cycle Version 9.5, XML, ASCII Text, delimited CSV, and/or Microsoft Excel 2013 or higher. Contractor required to update software versions as needed. Additional software may be used that is agreeable to the Government and the contractor.

Fonts

All printer and screen fonts will be furnished. 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.

ENVELOPES

Camera copy or previously printed sample of each envelope style. CMS will provide artwork for mail permit indicia(s) that are required. Contractor will be required to create the artwork (other than mail permit indicia(s)) for the envelopes.

ELECTRONIC PREPRESS

Immediately upon receipt and 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 Columbus GPO Contracting Office prior to further performance.

It is recommended that the contractor output files on the same platform (i.e. PC); no additional time or compensation will be given for errors commonly associated with file output from a different platform. 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.

If discrepancies are found on the Government-furnished material(s), the contractor must contact Mark Rydberg (410) 786-3038, before starting production.

ADDITIONAL GOVERNMENT FURNISHED MATERIAL

Form and Notice Format requirements. These requirements will define print parameters including, but not limited to, XML mapping, font, heading styles, margins, logo placement, and variable data and barcode placement. These requirements will be furnished at the beginning of the contract and when revisions are required.

PS Form 3615 (Mailing Permit Application and Customer Profile)

GPO Form 712 (Certificate of Conformance)

GPO Form 952 (Desktop Publishing – Disk Information)

Print Orders (GPO Form 2511).

Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc., form number, and revision date, carried on copy or film, must not appear on finished product. Note: GPO imprint is not to appear on completed product.

CONTRACTOR TO FURNISH

All materials and operations, other than those listed under “Government to Furnish”, necessary to produce the products in accordance with these specifications.

WORKFLOW AND DATA PROGRAMMING

Notices will require a “PDF Workflow” and will require data testing, programming, and reconciliation as well as reporting. *Furnished files will consist of different form and notice types and mixed page counts.*

PDF WORKFLOW

The Government will place zipped files in TIBCO. Zipped files will contain up to 1,000 PDF files and up to 1,000 corresponding XML files. Each PDF file will contain the form or notice to be printed with the mailing address in place. All PDF content will consist of static data. The XML file will contain the mailing address and additional form or notice specific variable data.

If a PDF file does not have a corresponding XML file or an XML file does not have a corresponding PDF file, contractor shall immediately notify the Government. If any PDF or XML file is corrupted or unreadable or if zipped file is empty, contractor shall immediately notify the Government.

Contractor shall perform “Data Programming” and “Reporting” as described hereafter, print forms and notices, insert forms, notices, and courtesy reply envelopes (as required) into mailing envelopes, and offload mail pieces to USPS.

DATA PROGRAMMING

Contractor will be required to perform data programming as described under “File Viability Testing”, “Form and Notice Format Testing”, and “Mailing Address Programming and Certification”.

File Viability Testing

Files may be placed in TIBCO by multiple sources and each source will notify the contractor of the availability of files via e-mail. The e-mail will include the Count file. Contractor to download files, confirm number of files received with the Count file, and determine file viability. Files that are empty or have been corrupted or are unreadable are not viable and are to be reported to the Government before further action can be taken. Upon resolution of non-viable files, contractor to record the reason the files are non-viable in the Master Report along with their Government Unique ID’s as applicable.

Form and Notice Format Testing

After completing File Viability Testing, the contractor will be required to test each form and notice for conformance to the most recent Form and Notice Format requirements and report any discrepancies to the Government before further action can be taken. The Government will provide revised files or direct the contractor to add non-conformant forms and notices to the Master Report as non-viable.

Mailing Address Programming and Certification

After completing Form and Notice Format Testing, the contractor to conduct Mailing Address Programming and Certification.

The addresses furnished for PDF Workflow will be four to seven lines; however, the number of lines may change during the course of the contract. The last line of address must be city, state, and zip code. Contractor to format page 1 of all notices in a manner that ensures that only the mailing address and IMb appear in the window of the mailing envelope. Addressing requirements are indicated under “Printing/Imaging” and window dimensions are indicated under “Envelope Construction”.

When performing Mailing Address Programming on PDF Workflow files, contractor must extract mailing address from furnished PDF, perform programming on furnished XML file address as described below, add IMb to address format, and then insert XML address with IMb into correct furnished PDF file in proper location.

Contractor to perform CASS certification on all addresses. All address updates are to be accepted. Any form or notice with an address identified as undeliverable is to be deleted from production run and added to the Master Report as a non-viable file. Contractor shall create a word processing or spreadsheet file identifying the address furnished by the Government, the Government furnished Unique ID, and the address update indicated by CASS. All deleted addresses are to be recorded in the same file and are to include the Government furnished Unique ID and the CASS reason for the deletion.

Contractor to perform NCOA certification on all addresses. All address changes are to be accepted. Contractor shall create a word processing or spreadsheet file identifying the address furnished by the Government, the Government furnished Unique ID, and the address change indicated by NCOA.

Contractor to maintain CASS update and deletion files and NCOA change files for 120 days after mailing, files must be properly configured to protect PII as indicated in Section 5 CMS Security Specifications. The contractor is to make this information available to the Government upon request via secure e-mail with files encrypted and password protected.

Production Reports:

Upon completion of File Viability Testing, Form and Notice Format Testing, and Mailing Address Programming and Certification, contractor to provide a revised form and notice file count as well as page, leaf, and envelope counts to the Government to reconcile the files received to the files sent to production.

The contractor shall create a Master Report in a data collection and repository file format such as a database or spreadsheet. The contractor shall be required to generate a variety of reports from the Master Report. All reports are to be maintained by the contractor for the life of the contract.

The Master Report and daily summary report formats are listed under Exhibits 1 to 3. Additional scheduled reports may be added throughout the life of the contract. Occasionally the contractor may be required to create an ad hoc report from the Master Report.

REPRODUCIBLES

The contractor must make all reproducibles required. The contractor is responsible for determining what type reproducibles will be used but must maintain the quality level specified in the contract. No separate charges will be allowed for the various types of reproducibles that may be used.

Further, the contractor is responsible for outputting all images contained on furnished material, regardless of the production process, at the highest effective resolution possible. The contractor is responsible for determining the appropriate output resolution to achieve optimal results for such design elements as blends, gradients, halftones, type and other images. This determination should be made using factors such as stock, imaging device (or press) being used, and other factors unique to the contractors production environment.

PROOFS

Proofs will be required for envelopes. Proofs will not be required for forms or notices.

Proofs will be required for both envelope styles on the first print order and whenever changes are required to the envelopes. There will be no change in envelope artwork for the first three months of the contract. When changes are required, contractor will be notified 30 workdays in advance of upcoming changes. Changes to the envelopes are not expected to exceed 4 changes during the term of the contract.

Two sets of digital content proofs for both styles of envelopes. Proofs must be created using the same Raster Image Processor (RIP) that will be used to produce the product. Proofs shall have all elements in proper position (not pasted up), imaged face and back, trimmed and folded/assembled to the finished size of the product as applicable.

Contractor to submit proofs within five workdays of receipt of artwork to: HHS/CMS; 7500 Security Blvd., SL 12-18; Baltimore, MD 21244-1850; Attn: Mark Rydberg.

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 Government will approve or disapprove the samples within 3 workdays of the receipt thereof. Notification will be given by e-mail. Approval or disapproval will not relieve the contractor of complying with the specifications and all other terms and conditions of the contract. Additional e-mail samples may be required if image samples are disapproved.

The contractor must not print/image prior to receipt of an "OK to print".

PRIOR-TO-PRODUCTION SAMPLES

The contractor may be required to produce Prior-to-Production Samples. The individual print order will provide information regarding which forms or notices will require these samples. All Prior-to-Production Samples shall comply with specifications in Section 1. under "Initial Testing Period/Post-Award Test".

PRODUCTION INSPECTION

When indicated on the individual print order, Government may conduct a complete production inspection including receipt of files, programming, imaging, inserting, and entry into USPS mail system.

This inspection shall be conducted and approved at the contractor's plant for the purpose of establishing specified standards for use during the complete production (from download of files to entry into USPS mail system).

Upon approval, the contractor is charged with maintaining those standards throughout the production and mail entry process (within QATAP tolerances when applicable) and with discarding all imaged and/or inserted sheets that preceded approval. See GPO Publication 315.3 (Guidelines for Contractors Holding Press Sheet Inspections) dated August 2002 (available on GPO web site at: <http://www.gpo.gov/printforms/index.html>).

A production inspection is for the purpose of setting specific standards that are to be maintained throughout the entire production run, including entry into USPS mail system. It does not constitute a prior approval of the entire production run.

The Government may conduct on-site randomized Security and Imaging inspections at anytime.

NOTIFICATION

The notification schedule should be followed for these Inspections. The contractor shall make all efforts necessary to schedule the inspection on the same, or subsequent, days. Call the Columbus RPPO at (614) 488-4616, Ext. 7 and Mark Rydberg at 410-786-3038 with a minimum notice of 2 workdays prior to availability.

This notification must provide the starting date and time of the first download, as well as the tentative schedule for all subsequent imaging and inserting required for complete production and entry into USPS mail system. On site inspections must be scheduled Monday through Friday, exclusive of Federal holidays, and scheduled to begin between the hours of 7:00 a.m. and 7:00 p.m. local time.

It is the contractor's responsibility to maintain and adjust inspection schedules, as required, to ensure all subsequent inspections are performed on following workdays. Inspection schedules must allow Government representatives to complete approval of all press forms within the day/time requirements. Inspections must not be scheduled on weekends, or to "carry over to the following week" without prior approval by the GPO Contracting Officer.

The GPO Contracting Officer reserves the right to deny requests for press inspections/color approvals that conflict with these scheduling requirements. Failure to comply with these scheduling requirements may result in additional Government per diem, overtime, and/or travel related charges which may be chargeable to the contractor (See GPO Contract Terms, Pub. 310.2, (Rev. 6-01), Article 14. Inspection and Tests, (e)(1) & (2)).

QUALITY CONTROL SAMPLES

The contractor must maintain quality control samples, inspection reports and records for a period of no less than 120 days subsequent to the date of the check tendered for final payment by the Government Publishing Office. The Government may periodically verify that the contractor is complying with the approved quality control plan through on-site examinations and/or requesting copies of the contractor's quality assurance records and quality assurance random copies.

NOTE: All quality control samples must be produced at no additional cost to the Government.

STOCK/PAPER

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

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

FORMS AND NOTICES

Contractor's option: White Offset Book, basis size 25 x 38", basis weight 50 lbs. per 500 sheets, equal to JCP Code A60 or White Writing, basis size 17 x 22", basis weight 20 lbs. per 500 sheets, equal to JCP Code D10.

MAILING ENVELOPE AND COURTESY REPLY ENVELOPES

White Writing or Wove, basis size 17 x 22", basis weight 20 to 24 lbs. per 500 sheets, equal to JCP Code V20.

PRINTING/IMAGING

All imaging/printing, regardless of method must be a minimum resolution of 600 x 600 dpi and meet Quality Level III attributes.

FORMS AND NOTICES

Each form and notice will be unique and customized for each recipient. The forms and notices print/image face and back in black ink and consist of contractor's Unique Identification Number barcode, logo, type, rules, charts, and mailing addresses.

All furnished PDF files will be individual forms and notices including all variable data elements included in their proper fields for each notice except for the Intelligent Mail Barcode (IMb).

The PDF files will include the Unique Identification Number (see page 4) on each page (face and back).

All PDF files will be created using Adobe Live Cycle software, version 9.5. The PDF will be in the format where the XML data can be accessed (not a flat/static image). PDF content type will be application/pdf. For more information, please reference Adobe's content type set depending upon the PDF document type list: http://help.adobe.com/en_US/livecycle/9.0/programLC/help/index.htm?content=000513.html

The addresses will be four to seven lines. However, the number of lines may change during the course of the contract. The last line of address must be city, state, and zip code. Contractor must extract address data from furnished PDF, perform CASS and NCOA certification, apply changes as necessary, create and apply IMb barcode, and insert back into correct position in PDF.

All address elements, components, ink characteristics and IMb barcodes must meet USPS automated mail processing equipment compatibility standards and comply with all related USPS requirements as cited in the DMM, USPS Address Quality Standards, and Standard Mail Processing Guidelines in effect at the time of mailing. The type font must be one of the USPS accepted and verified MLOCR readable type.

ENVELOPES

The following specifications will apply to all envelopes ordered on this contract. Contractor is cautioned that reimbursement for envelopes will only be made for the quantities ordered under the contract.

Mailing Envelopes

#10 Safety Window Envelopes, non-standard window, trim size 4-1/8 x 9-1/2" plus flap.

Envelope prints face only in black ink after construction with logo and return address.

Postage permit prints when automation levels are reached. When printing postage permit, the following prints in black ink in upper right corner: "Official Business, Penalty for Private Use, \$300" with First-Class Mail postage and fees paid permit imprint.

Use standard obliteration feature inside of envelope. The contractor may use jumbled character design, or at the contractor's option use their own design (company logos not permitted), printing in blue/black ink, but must guarantee that the product will insure complete opacity and prevent show through of any material contained therein and cannot bleed onto enclosed material.

Courtesy Reply Envelope

#9 Safety Envelopes, non-window, trim size 3-7/8 x 8-7/8" plus flap.

Envelope prints face only in black ink after construction with mailing address, IMb, and FIM bars, upper right corner prints "Place Stamp Here" between two rules.

Use standard obliteration feature inside of envelope. The contractor may use jumbled character design, or at the contractor's option use their own design (company logos not permitted), printing in blue/black ink, but must guarantee that the product will insure complete opacity and prevent show through of any material contained therein and cannot bleed onto enclosed material.

MARGINS

Adequate gripper margins per Form and Notice Format instructions. Follow approved proofs for envelope margins. No bleeds.

ENVELOPE CONSTRUCTION

Envelopes are to be constructed as described below.

MAILING ENVELOPE

#10 Safety Window Envelopes, non-standard window, trim size 4-1/8 x 9-1/2" plus flap, open side with diagonal or side seams and a fully gummed flap.

Face of envelope to have an approximately 5 x 2" die-cut window positioned approximately 3/4" from left and 3/4" from bottom to allow imaged addresses on letter to show through window when it is folded and inserted. Contractor to determine exact size and position of window. NOTE: Window must be sized to accurately display up to seven lines of address and IMb and meet all applicable USPS machinable mail/addressing standards. Cover window with a clear glassine or poly material securely glued on all sides.

COURTESY REPLY ENVELOPE

#9 Safety Envelopes, non-window, trim size 3-7/8 x 8-7/8" plus flap, open side with diagonal or side seams and a fully gummed flap.

TRIMMING/COLLATING/FOLDING

Trim four sides. Each page of each form and notice is to be gathered in sequence (collated), face up on all pages and then folded from 8-1/2 x 11" to approximately 8-1/2 x 3-9/16" with the address on form or notice facing out for visibility of the address through the window in the envelope. When a courtesy reply envelope is required, it is to be inserted into the mailing envelope behind the form or notice.

It is the contractor's responsibility to insure that only the computer-generated address and IMb on the form or notice will be visible through the window in the envelope and that only one complete form or notice is inserted into each envelope.

LABELING AND MARKING

Contractor to download the "Labeling and Marking Specifications" form (GPO Form 905, R. 7-15) from www.gpo.gov, fill in appropriate blanks, and attach to shipping containers.

MAIL PREPARATION

When automation levels are reached, envelopes will have a printed DHHS Mail Postage and Fees Paid permit for domestic mail. The contractor is cautioned to use the permit imprints only for mailing material produced under this contract.

Using the address information as provided, the contractor is required to obtain the maximum USPS postage discounts possible in accordance with the USPS First Class mail discount structure in effect at the time of mailing.

In compliance with USPS Mail Preparation & Sortation Regulations, all mail must be appropriately marked and supported with the documentation necessary to ensure USPS acceptance. Gather each piece and insert into mailing envelope, and seal. Contractor must insure all addresses can display address format acceptable for USPS automation processing.

The contractor must provide all mailing materials, as well as all labeling and marking, as necessary to fulfill mailing and distribution requirements. Noncompliance with the packing and labeling instructions will be cause for the Government to take corrective action in accordance with GPO Pub. 310.2.

Contractor must be able to read/print up to seven lines of address information and insure all addresses can display address format acceptable for USPS automation processing.

CASS AND NCOA CERTIFICATION FILES

Contractor will be required to perform Coding Accuracy Support System (CASS), including ZIP + 4, and National Change of Address (NCOA) certifications.

Contractor sponsored address data enhancements to secure postal discount **MUST NOT** negatively affect deliverability. It is the contractor's responsibility to keep up to date on all USPS requirements.

The contractor is cautioned that files provided will contain mail addressed to United States territories and possessions (American Samoa, Federated States of Micronesia, Guam, Marshall Islands, Northern Marianas Islands, Palau, Puerto Rico, Virgin Islands Wake Island, and Military Overseas Addresses (APO/FPO mail)). This mail is Domestic Mail, NOT International Mail.

All copies mailed must conform to the appropriate regulations in the U.S. Postal Service manuals for domestic presorted First-Class mail and must be prepared for the most cost effective mailing rate/class obtainable presorting for maximum postal automation discounts (as applicable). The placement and application of the IMb must not compromise any applicable USPS addressing/imprinting requirements.

In addition, USPS has instituted a verification procedure called a "tap" test. This test is used to screen all mailings with barcode inserts for proper barcode spacing within the envelope window. USPS will randomly select samples from a mailing and tap the pieces on their left right and bottom edges to test whether the barcode maintains a minimum spacing of 1/8 inch between the barcode and the left and right edges of the window, at least 1/25 inch between the barcode and the bottom edge of the mail piece. Mailpieces are not to be tapped upside down (i.e. on their top edge).

Intelligent Mail Barcode (IMb): The Intelligent Mail barcodes must be furnished by contractor as part of each individual form or notice.

The successful bidder must understand and be able to implement all mail preparation requirements enacted by the Postal Service related to using Intelligent Mail. The requirements include, but are not limited to preparing Intelligent Mail barcodes meeting USPS quality acceptance standards. Experience with assigning unique numbers for each mail piece, preparing electronic manifests, making electronic appointments, producing revised tray/pallet label formats and other similarly-detailed IMb requirements as mandated by the Postal Service is essential.

Any mail related questions/issues should be directed to Tina Dickens, at (410) 786-3895, or E-mail tina.dickens@cms.hhs.gov or Cynthia Williams, at (410) 786-6071, or Email cynthia.williams@cms.hhs.gov at CMS.

Contractor may be responsible for any postage fees related to undeliverable letters caused by print quality control issues.

REPORTING

Contractor will be responsible for validating the integrity of every form and notice produced in all phases of printing/imaging, inserting, and mailing and to ensure all notices received from CMS were correctly entered into the United States postal system or otherwise accounted for in the various reports as described in Exhibits 1 to 3. Reports are to be sent to various individuals, e-mail addresses will be provided at the Post-Award Conference.

DISTRIBUTION

Contractor to enter all mail pieces into the U.S. Postal Service mail system. Contractor will be required to keep up-to-date on the U.S. Postal Service classification in order that any mailing is made in accordance with any USPS changes.

PERMIT IMPRINT MAILING

When automation levels are reached, mail f.o.b. contractor's city using contractor printed "First Class Postage and Fees Paid Permit" imprint. The contractor will be required to provide mailing under the provided DHHS "G-28" permit imprint via pre-sorted "First Class Mail, U.S. Postage Paid".

The contractor is cautioned that "Postage and Fees Paid" indicia may be used only for the purpose of mailing material produced under the contract. All copies mailed must conform to the appropriate regulations in the U.S. Postal Service manuals for "Domestic Mail" as applicable.

REIMBURSABLE MAILING

Mailing of envelopes that do not qualify for use of mailing permit(s) issued by CMS (G-Permit(s)) is to be made at the first class rate. Contractor must pay postage at time of mailing and will be reimbursed for the mailing cost with proper submission of the required mailing receipts along with the public voucher or contractor's invoice.

Refer to Contract Terms, GPO Publication 310.2, page 8, paragraph 6. Shipping Instructions. All copies mailed must conform to the appropriate regulations in the U.S. Postal Service manuals for "Domestic Mail" as applicable.

CERTIFICATE OF CONFORMANCE

When using Permit Imprint Mail the contractor must complete GPO Form 712 – Certificate of Conformance (Rev. 1-85) supplied by GPO and the appropriate mailing statement or statements supplied by USPS.

The contractor will be required to submit the properly completed GPO 712 and Postal Service form(s) (or equivalent) with the voucher for billing.

MAILING STATEMENTS

Contractor must complete and supply all copies of all USPS 3602's and GPO 712's to CMS within 1 work days of USPS certification. The contractor will use Federal Agency Cost Code 271- 03599 on all mailing documents. Copies must be sent to HHS/CMS; 7500 Security Blvd., SL 12-18; Baltimore, MD 21244-1850; Attn: Mark Rydberg to mark.rydberg@cms.hhs.gov.

Prior to or in conjunction with presenting the mailing for acceptance, a MERLIN (Mail Evaluation Readability Lookup Instrument) mail diagnostics analysis may be completed by the Postal Service. Within 24 hours of acceptance, a copy of the “MERLIN” Summary Verification Reports listing the results must be emailed to Tina Dickens at tina.dickens@cms.hhs.gov.

Contractor may be responsible for any postage fees related to undeliverable letters caused by print quality control issues.

NOTE: A PDF copy of the summary report(s) and USPS postage reports with matching GPO 712 form(s) must be submitted to mark.rydberg@cms.hhs.gov, tina.dickens@cms.hhs.gov, tshoffstall@gpo.gov, and lprice@gpo.gov for each mailing within two (2) workdays of mailing.

SCHEDULE

Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of GPO Form 2511, Print Order, and furnished files in the TIBCO mailbox.

Schedule begins the workday of receipt of GPO Form 2511, Print Order, and furnished files. Records placed in TIBCO mailbox on Saturday or Sunday will be considered as “received” on the following Monday. Records placed in TIBCO mailbox on Federal holidays will be considered as “received” on the next workday after the Federal holiday.

Contractor to complete production and mailing one workday after receipt of files.

Print orders will be issued on a weekly basis. The contractor is required to submit a copy of their GPO invoice, USPS mailing statements which is reconciled with the quantity mailed and placed in TIBCO during the period of time indicated on the print order. Contractor must provide all reports and all mailing statements associated with a specific print order to Mark Rydberg at mark.rydberg@cms.hhs.gov and to GPO Columbus at trackcolumbus@gpo.gov.

RECEIPT FOR DELIVERY

Contractor must provide their own receipts for delivery. These receipts must include the GPO jacket, program, and print order numbers, total quantity delivered, number of cartons, and quantity per carton, date delivery made, and signature of the Government agent accepting delivery. The original copy of this receipt must accompany the contractor’s voucher for payment.

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

All expenses incidental to pickup/return of materials/proofs, and furnishing sample copies must be borne by the contractor.

EXHIBITS

The following Exhibits are general descriptions of the data fields that need to be reported to the Government. Final report layouts will be established by GPO at the Post-Award Conference. The Master Report is to be a database or spreadsheet file or similar data storage platform. All other reports are to be generated from the Master Report and not independently created. Other reports of similar structure may be required.

Exhibit 1: Master Report

Data Field	Specified	Description
GPO PO#	#####	GPO Form 2511 Print Order Number. Example 40001.
PO Issue Date	MM/DD/YYYY	Date on GPO Form 2511. Example 10/15/2018.
Term	XXXX or XXX#	Contract term of GPO PO#. Base, Opt1, Opt2, Opt3, or Opt4.
FY	YYYY	Fiscal Year of GPO PO#. FY19, FY20, FY21, FY22, or FY23.
Quarter	XXX#	Quarter of GPO PO#. Qtr1, Qtr2, Qtr3, or Qtr4.
Month	XXX	Month of GPO PO#. Oct, Nov, Dec, Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, or Sep.
Notice Name		Notice Name. Information to be provided post-award
Notice Lang	#	Notice language. English is 1 and Spanish is 2.
Images	XX	Number of images. 1 to 30, odd or even number, limit to 1 blank per notice.
Pages	XX	Number of total pages (printed or blank). 2 to 30, must be an even number.
Leaves	XX	Number of sheets of paper. 1 to 15, odd or even number, exactly half of page count.
File Date	MM/DD/YYYY	Date that TIBCO has files ready for retrieval by 6 am. Example 10/16/2018
Drop	XXX or XX	File was or was not dropped. Example Yes or No.
Drop Reason	XXXX	Reason for file drop. Corrupt, Empty, Recalled, Notice Format, CASS, or NCOA.
Prod Date	MM/DD/YYYY	Date files are sent to production. Example 10/16/2018
CMS/OHI UID	YYYYMMDD-	Unique ID assigned by CMS/OHI and included in XML data. 21 alpha-numeric
PMC UID		Unique ID assigned by Print and Mail Contractor (PMC) for tracking through system.
PMC Job ID		Production File Number assigned by PMC for tracking through system.
Notice Print	MM/DD/YYYY	Date to print on Notice. Example 10/16/2018
Mail Envelope	#	Number of #10 mailing envelopes printed. Example: 1
CRE Envelope	#	Number of #9 courtesy reply envelopes printed. Example: 0 or 1
Mail Date	MM/DD/YYYY	Date entered into mail stream. Example 10/20/2018
Total Workdays	##	Number of workdays from receipt of file to entry into postal system

Exhibit 2: Daily Summary Production Report

Data Field	Specified Format	Description
GPO PO#	#####	GPO Form 2511 Print Order Number. Example 40001.
PMC Job ID		Production File Number assigned by PMC for tracking through system.
# Notices Recd	###,###,###	Number of total notices received in ZIP file
# Notices Drop	###,###,###	Number of notices dropped from initial received count
Drop Reason	XXXX	Reason for file drop. Corrupt, Empty, Recalled, Notice Format, CASS, or
# Notices to Prod	###,###,###	Net notices from received count and drop count sent to production
Images	XX	Number of images. 1 to 30, odd or even number, limit to 1 blank per notice.
Pages	XX	Number of total pages (printed or blank). 2 to 30, must be an even number.
Leaves	XX	Number of sheets of paper. 1 to 15, odd or even number, exactly half of page
Mail Env Type		Envelope type used. Either 6-1/8 x 9-1/2" or 9 x 12"

Exhibit 3: Daily Summary Mail Report

Data Field	Specified Format	Description
GPO PO#	#####	GPO Form 2511 Print Order Number. Example 40001.
PMC Job ID		Production File Number assigned by PMC for tracking through system.
# Notices Recd	###,###,###	Number of total notices received in ZIP file
# Notices Drop	###,###,###	Number of notices dropped from initial received count
# Notices to Prod	###,###,###	Net notices from received count and drop count sent to production
Mail Date	MM/DD/YYYY	Date entered into mail stream. Example 10/20/2018

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 1 year’s orders under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period of time.

The following item designations correspond to those listed in the “Schedule of Prices”.

- I. (a) 296
- (b) (1) 60
- (2) 5

- II. (a) 148
- (b) (1) 60
- (2) 5

- III. (a) 63
- (b) 62
- (c) 153

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SECTION 4. – SCHEDULE OF PRICES

Bids offered are f.o.b. contractor’s city by permit imprint and reimbursable postage.

Prices must be submitted for the entire term of the contract and bids qualified for a lesser period will not be considered.

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

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

I. PRINTING/IMAGING AND TRIMMING TO SIZE: The prices offered must be all-inclusive in accordance with these specifications and shall include the cost of all required materials and operations for complete production except for Items II. Stock/Paper and III. Additional Operations.

(a) Printing/Imaging Forms and Notices.....per 1,000 pages..... \$_____

(b) Printing/Imaging Envelopes:

(1) 4-1/8 x 9-1/2” Mailing Envelopes.....per 1,000 envelopes \$_____

(2) 3-7/8 x 8-7/8” Courtesy Reply Envelopesper 1,000 envelopes \$_____

(Initials)

RETURN THIS PAGE TO GPO, COLUMBUS, OH RO

SCHEDULE OF PRICES

II. STOCK/PAPER: Payment for all stock/paper supplied by the contractor under the terms of these specifications, as ordered on the individual print orders, will be based on the net number of leaves furnished for the product(s). The cost of any paper required for make-ready or running spoilage must be included in the prices offered.

(a) Forms and Notices: White Offset (50 lbs.) or
White Writing (20 lbs.) per 1,000 leaves \$ _____

(b) Envelopes: White Writing/Wove (24 lbs.):

(1) 4-1/8 x 9-1/2" Mailing Envelopes..... per 1,000 envelopes \$ _____

(2) 3-7/8 x 8-7/8" Courtesy Reply Envelopes per 1,000 envelopes \$ _____

III. ADDITIONAL OPERATIONS: Price offered for the following operations must include the cost of all required materials and operations.

(a) Data Programming for File Viability and Form and
Notice Format Testing for PDF Workflow per 1,000 notices..... \$ _____

(b) Programming and Mailing Address Certification
(CASS and NCOA) per 1,000 addresses..... \$ _____

(c) Collating, Folding, and Inserting into Envelopes per 1,000 leaves/envelopes \$ _____

(Initials)

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SCHEDULE OF PRICES

SHIPMENT(S): 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.

NOTE: 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 fax or mail, fill out and return one copy of all pages in “SECTION 4. – SCHEDULE OF PRICES,” including initialing/signing where indicated.

Failure to sign the signature block below may result in the bid being declared non-responsive.

Bidder _____
(Contractor 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)

Contracting Officer Review _____ Date _____ Certifier _____ Date _____

RETURN THIS PAGE TO GPO, COLUMBUS, OH RO

SECTION 5. – CMS SECURITY SPECIFICATIONS

THE REQUIREMENTS UNDER THIS SECTION WILL BE ADMINISTERED BY A CMS SECURITY REPRESENTATIVE (NAME AND CONTACT INFORMATION WILL BE PROVIDED AT TIME OF AWARD).

CMS INFORMATION SECURITY (APR 2013)

FAR 52.227-14 Rights in Data – General (May 2014).

As prescribed in [27.409\(b\)](#) (1), insert the following clause with any appropriate alternates:

(a) *Definitions.* As used in this clause--

“Computer database” or “database” means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software”—

(1) *Means*

- (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and
- (ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g) (2) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

“Unlimited rights” means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) *Allocation of rights.*

- (1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—
 - (i) Data first produced in the performance of this contract;
 - (ii) Form, fit, and function data delivered under this contract;
 - (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
 - (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.
- (2) The Contractor shall have the right to—
 - (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c) (1) of this clause;
 - (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
 - (iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
 - (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) *Copyright—*

- (1) *Data first produced in the performance of this contract.*

- (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.
 - (ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and acknowledgment of Government sponsorship (including contract number).
 - (iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.
- (2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—
- (i) Identifies the data; and
 - (ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c) (1) of this clause or; if such data are restricted computer software, the Government shall acquire a copyright license as set forth in subparagraph (g) (4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.
- (3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.
- (d) *Release, publication and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—
- (1) As *prohibited* by Federal law or regulation (*e.g.*, export control or national security laws or regulations);
 - (2) As expressly set forth in this contract; or
 - (3) *If the Contractor* receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized otherwise in writing by the Contracting Officer.

(e) *Unauthorized marking of data.*

- (1) *Notwithstanding* any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g) (3) or (g) (4) of this clause and use of the notices is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.
 - (i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;
 - (ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.
 - (iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e) (1) (i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this paragraph (e) (1) (iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.
- (2) The time limits in the procedures set forth in subparagraph (e) (1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.
- (3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of this clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as a result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings.*

- (1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

- (2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of such data, permission to have authorized notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor—
 - (i) Identifies the data to which the omitted notice is to be applied;
 - (ii) Demonstrates that the omission of the notice was inadvertent;
 - (iii) Establishes that the use of the proposed notice is authorized; and
 - (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.
 - (3) If data has been marked with an incorrect notice, the Contracting Officer may—
 - (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized, or
 - (ii) Correct any incorrect notices.
- (g) *Protection of limited rights data and restricted computer software.*
- (1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b) (1) (i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—
 - (i) Identify the data being withheld; and
 - (ii) Furnish form, fit, and function data instead.
 - (2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.
 - (3) [Reserved]
- (h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.
- (i) *Relationship to patents or other rights.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(end of clause)

All CMS information shall be protected from unauthorized access, use, disclosure, duplication, modification, diversion, or destruction, whether accidental or intentional, in order to maintain the security, confidentiality, integrity, and availability of such information. Therefore, if this contract requires the contractor to provide services (both commercial and non-commercial) for Federal Information/Data, to include any of the following requirements:

Process any Information/Data; or

Store any Information/Data (includes “Cloud” computing services); or

Facilitate the transport of Information/Data; or

Host/maintain Information/Data (including software and/or infrastructure developer/maintainers); or

Have access to, or use of, Personally Identifiable Information (PII), including instances of remote access to, or physical removal of, such information beyond agency premises or control,

The contractor shall become and remain compliant with the requirements set forth at the CMS Information Security website at <https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Info-Security-Library-Items/CMS-Information-Security-Contract-Clause-Provision.html>. The requirements cover **all** CMS contracts and associated deliverables, which are required on a “per contractor” basis.

The contractor shall ensure that the following Federal information security standards are met for all of its CMS contracts:

Federal Information Security Management Act (FISMA) – FISMA information can be found at <http://csrc.nist.gov/groups/SMA/fisma/index.html>. FISMA requires each Federal agency to develop, document, and implement an agency-wide program to provide information security for the information and information systems that support the operations and assets of the agency, including those provided or managed by another agency, contractor, or other source; and,

Federal Risk and Authorization Management Program (FedRAMP) – FedRAMP information can be found at <http://www.gsa.gov/portal/category/102371>. The FedRAMP is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.

The Contractor shall include in all awarded subcontracts the FISMA/FedRAMP compliance requirements set forth at the CMS Information Security website at <https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Info-Security-Library-Items/CMS-Information-Security-Contract-Clause-Provision.html>.

HIPAA BUSINESS ASSOCIATE CLAUSE (OCT 2014)

All Protected Health Information (PHI), as defined in 45 C.F.R. §160.103, that is relevant to this Contract, shall be administered in accordance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA,” 42 U.S.C. § 1320d), as amended, as well as the corresponding implementing regulations and this HIPAA Business Associate Clause.

a. Definitions:

All terms used herein and not otherwise defined, shall have the same meaning as in HIPAA, as amended, and the corresponding implementing regulations. Non-HIPAA related provisions governing the Contractor’s duties and obligations, such as those under the Privacy Act and any applicable data use agreements, are generally covered elsewhere in the Contract.

The following definitions apply to this Contract Clause:

“**Business Associate**” shall mean the Contractor (and/or the Contractor’s subcontractors or agents) if/when it uses individually identifiable health information on behalf of CMS, i.e. PHI, to carry out CMS’ HIPAA-covered functions.

“**Covered Entity**” shall mean the portions of CMS that are subject to the HIPAA Privacy Rule.

“**Secretary**” shall mean the Secretary of the Department of Health & Human Services or the Secretary’s designee.

b. Obligations and Activities of Business Associate:

Except as otherwise provided in this Contract, Business Associate, as defined above, shall only use or disclose PHI on behalf of, or to provide services to, Covered Entity in accordance with this Contract and the HIPAA Privacy and Security Rules.

Business Associate shall document in writing the policies and procedures that will be used to meet HIPAA requirements. The policies and procedures shall include the following, at a minimum:

1. Business Associate shall not:
 - i. Use or disclose PHI that is created, received, maintained or transmitted by Business Associate from, or on behalf of, Covered Entity other than as permitted or required by this Contract or as required by law;
 - ii. Sell PHI; or,
 - iii. Threaten, intimidate, coerce, harass, discriminate against, or take any other retaliatory action against any individual for:
 - A. Filing a complaint under 45 CFR § 160.306;
 - B. Testifying, assisting or participating in an investigation, compliance review, proceeding or hearing under 45 CFR Part 160; or
 - C. Opposing any act or practice that is unlawful under HIPAA, provided there is a good faith belief that the practice is unlawful, the manner of opposition is reasonable, and the opposition does not involve the disclosure of PHI in violation of subpart E of Part 164.
2. Business Associate shall:

- i. Have a security official who will be responsible for development and implementation of its security policies and procedures, including workforce security measures, to ensure proper security awareness and training (including security incident response and reporting), and security incident procedures, in accordance with this Contract, including this HIPAA Business Associate Clause and the Contract's clause entitled "CMS Information Security."
- ii. Use administrative, physical and technical safeguards to prevent use or disclosure of PHI created, received, maintained or transmitted by Business Associate from, or on behalf of Covered Entity only as provided for by this Contract. In doing so, it shall implement policies and procedures to address the following and, where applicable, ensure that such policies and procedures are also in conformance with this Contract's clause entitled "CMS Information Security:"
 - A. Prevent, detect, contain and correct security violations through the use of:
 - a. Risk analyses (including periodic technical and nontechnical evaluations);
 - b. Appropriate risk management strategies, including system activity review;
 - c. Information access procedures for approving individual's access rights to PHI (including the implementation of workforce security measures to ensure continued appropriate role-based access to PHI), and technical policies and procedures to ensure compliance with grants of access (including unique user identification and tracking of users) and;
 - d. The imposition of sanctions for violations.
 - B. Limit physical access to its electronic information systems and the facility or facilities in which they are housed.
 - C. Implement policies, procedures and physical security measures that will limit access to PHI through workstations and other devices, including access through mobile devices.
 - D. Implement media controls covering the movement of devices containing PHI within or outside of the Business Associate's facility as well as the disposal and reuse of media containing PHI.
 - E. Implement appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability (including the use of contingency plans) of any electronic protected health information ("E PHI") it creates, receives, maintains or transmits from, or on behalf of the Covered Entity to prevent impermissible use, disclosure, maintenance or transmission of such E PHI. In the establishment of such safeguards, Business Associate shall consider its size, complexity and capabilities, as well as its technical infrastructure, and its hardware and software security capabilities.
- iii. Assess, and implement, where appropriate, any addressable implementation specifications associated with applicable PHI security standards.
- iv. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Contract.
- v. Comply with the following Incident Reporting:

- A. Report to Covered Entity any security incident/breach involving unsecured PHI, of which it becomes aware, including those of its agents and subcontractors. The Business Associate shall report any violation of the terms of this contract involving PHI and any security incidents/breaches involving unsecured PHI to CMS within one (1) hour of discovery in accordance with the CMS Risk Management Handbook (RMH), specifically “RMH Vol II Procedure 7-2 Incident Handling Procedure” and “RMH Vol III Standard 7-1 Incident Handling.” These procedures can be found at <http://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Information-Security-Library.html>. In addition, the Business Associate will also notify the CMS Contracting Officer and the Contracting Officer’s Representative (COR) by email within one (1) hour of identifying such violation or incident.
- B. Upon Covered Entity's knowledge of any material security incident/breach by Business Associate, Covered Entity will provide an opportunity for Business Associate to cure the breach or end the violation consistent with the termination clause of this Contract. *See also* paragraph D. Term of Clause below.
- vi. Ensure that any agent or subcontractor agrees through a written contract, or other legally enforceable arrangement, to the same restrictions and conditions that apply through this HIPAA Contract Clause, when creating, receiving, maintaining or transmitting PHI from, or on behalf of, Covered Entity.
- vii. Upon Covered Entity’s request:
 - A. Provide the Covered Entity or its designee with access to the PHI created, received, maintained or transmitted by Business Associate from or on behalf of the Covered Entity in the course of contract performance in order to ensure Covered Entity’s ability to meet the requirements under 45 CFR § 164.524.
 - B. Amend PHI as Covered Entity directs or agrees to pursuant to 45 CFR §164.526.
- viii. Make its facilities and any books, records, accounts, and any sources of PHI, including any policies and procedures, that are pertinent to ascertaining its own compliance with this contract or the Covered Entity’s compliance with the applicable HIPAA requirements, available to Covered Entity, or, in the context of an investigation or compliance review, to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the various rules implementing the HIPAA.
- ix. Document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- x. Provide to Covered Entity, or an individual identified by the Covered Entity, information collected under this Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- xi. Make reasonable efforts to limit the PHI it uses, discloses or requests to the minimum necessary to accomplish the intended purpose of the permitted use, disclosure or request.

c. Obligations of Covered Entity

Covered Entity shall notify Business Associate of any:

1. Limitation(s) in its Notice of Privacy Practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;
2. Changes in, or revocation of, permission by an Individual to use or disclose their PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and,
3. Restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

d. Term of Clause

1. The term of this Clause shall be effective as of date of Contract award, and shall terminate when all of the PHI provided to Business Associate by the Covered Entity or a Business Associate of the Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity in accordance with "CMS Information Security" procedures. Business Associate shall not retain any PHI.

2. Security Incident/Breach:

Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall take action consistent with the terms of this Contract, and, as appropriate, the following:

- i. Federal Acquisition Regulation (FAR) Contracts – Covered Entity may:

- A. Terminate this Contract in accordance with FAR Part 49, Termination of Contracts, if the Business Associate does not cure the security incident/breach within the time specified by Covered Entity and/or cure is not possible; or,
- B. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

- ii. Other Agreements –Covered Entity shall either:

- A. Provide an opportunity for Business Associate to cure the breach or end the violation consistent with the termination terms of this Contract. Covered Entity may terminate this Contract for default if the Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or,
- B. Consistent with the terms of this Contract, terminate this Contract for default if Business Associate has breached a material term of this Contract and cure is not possible; or,
- C. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

3. Returning or Destroying PHI:

Business Associate, as defined above, which includes subcontractors or agents of the Contractor, shall:

- i. Upon expiration or termination of this Contract, for any reason, return or destroy all PHI received from Covered Entity or another Business Associate of the Covered Entity, as well as any PHI created, received, maintained or transmitted from or on behalf of Covered Entity, or another Business Associate of the Covered Entity, in accordance with this contract, including the “CMS Information Security” clause.
- ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon such notice that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Contract to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

e. Miscellaneous

1. A reference in this Contract to a section in the Rules issued under HIPAA means the section as in effect or as amended.
2. The respective rights and obligations of Business Associate under paragraph D.3.b of the section entitled “Term of Clause” shall survive the termination of this Contract.

Any ambiguity in this Contract clause shall be resolved to permit Covered Entity to comply with the Rules implemented under HIPAA.

**CMS SPECIFIC PROVISIONS FOR HIGH VISIBILITY/HIGH PUBLIC INTEREST CONTRACTS
(OCT 2013)**

OPEN GOVERNMENT PROACTIVE PREDISCLOSURE NOTIFICATION (OCT 2013)

In order to reduce the administrative burden of responding to Freedom of Information Act (FOIA) requests for high visibility/high public interest contracts throughout contract administration, the Contractor shall submit its review of the awarded contract (and contract modifications, if requested) for FOIA disclosure exemptions within thirty (30) calendar days of contract award. The review will substantiate "...Trade secrets and commercial or financial information obtained from a person and privileged or confidential..." information, in accordance with 5 U.S.C. §552 FOIA, Exemption (b)(4), which could reasonably be expected to cause substantial competitive harm.

Submissions: The Contractor shall submit one (1) Compact Disc (CD) or Digital Video Disc (DVD) with all 5 U.S.C. §552 FOIA, Exemption (b)(4), "...Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential..." otherwise known as public release/non-Confidential Business Information (non-CBI), with the information identified as follows:

- a. CBI Highlighted Copy of Contract:** One copy of the contract with all CBI highlighted for CMS FOIA review.
- b. Contractor Proposed Redacted Public Release Copy of Contract:** An additional copy of the contract will be provided for public release with all the identified information redacted. Redactions shall be made using "black" boxes, which cannot be removed or uncovered by a reader.
- c. Pre-Disclosure Concerns - Comments/Rationale for Non-Disclosure of Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential:** The Contractor shall provide, in a separate file, rationale for why disclosure of "...Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential..." would cause the Contractor organization substantial competitive harm if disclosed to other entities. Rationale shall be provided for each individual recommended redaction. Generalized conclusions of competitive harm are not a sufficient basis for the CMS FOIA office to invoke the exemption and thereby protect the Contractor's interest.

All CD/DVDs shall be mailed to the CMS FOIA Officer (address below) within thirty (30) calendar days of contract award and within thirty (30) calendar days of a CMS request, i.e. existing or modified contracts. All CD/DVD files shall be submitted as Portable Document Format (.pdf) files.

CD/DVD and File Naming Conventions: The Contractor shall name the CD/DVD with the Contract Number and utilize the following CD/DVD file naming conventions:

HHSM-500-2013-xxxxxx – Highlighted
HHSM-500-2013-xxxxxx – Redacted
HHSM-500-2013-xxxxxx – Pre-Disclosure Concerns

CD/DVD shall be mailed to the CMS FOIA Officer at:

Centers for Medicare & Medicaid Services
Freedom of Information Act Office
ATTN: CMS FOIA Officer
Mailstop: N2-20-16
7500 Security Boulevard
Baltimore, MD 21244-1850

Copy Correspondence Only (No CD/DVD):
Contracting Officer
Contracting Officer's Representative (COR)

It should be noted that the CMS FOIA Office makes the final determination as to what information is released to the public, after considering any feedback from OAGM and/or the Contractor.

CMS SECURITY CLAUSE

FAR 52.204-9 Personal Identity Verification of Contractor Personnel.

As prescribed in [4.1303](#), insert the following clause:

PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
 - (1) When no longer needed for contract performance.
 - (2) Upon completion of the Contractor employee's employment.
 - (3) Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of clause)

FAR 52.222-54 Employment Eligibility Verification.

As prescribed in [22.1803](#), Insert the following clause:

EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

- (a) Definitions. As used in this clause—
 - “Commercially available off-the-shelf (COTS) item”—
 - (1) Means any item of supply that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition at [2.101](#));
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

- (2) Does not include bulk cargo, as defined in [46 U.S.C. 40102 \(4\)](#), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c) (2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986 (after November 27, 2009 in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at [22.1803](#). An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
(2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in [2.101](#), entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States”, as defined in [8 U.S.C. 1101 \(a\) \(38\)](#), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—
- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b) (3) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b) (4) of this section).
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
- (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b) (3) of this section); or

- (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b) (3) of this section); or
- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b) (4) of this section).
- (3) If the Contractor is an institution of higher education (as defined at [20 U.S.C. 1001 \(a\)](#)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b) (1) or (b) (2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor’s decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor’s MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

- (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—
- (1) Is for—
 - (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction;
 - (2) Has a value of more than \$3,500; and
 - (3) Includes work performed in the United States.

(End of clause)

CMS SECURITY CLAUSE (APR 2016)

a. Applicability

In accordance with OMB Memorandum M-05-24, Implementation of Homeland Security Presidential Directive 12 (HSPD-12): Policy for a Common Identification Standard for Federal Employees and Contractors, dated August 27, 2004, and Federal Information Processing Standard (FIPS) PUB Number 201-2, Personal Identity Verification (PIV) of Federal Employees and Contractors, CMS must achieve appropriate security assurance for multiple applications by efficiently verifying the claimed identity of individuals seeking physical access to Federally controlled government facilities and/or logical access to federally controlled information systems. Contractors that require routine physical access to a CMS facility and/or routine access to a CMS federally controlled information system will be required to obtain a CMS issued PIV, PIV-I or Locally Based Physical Access card. FIPS PUB 201-2 specifies the architecture and technical requirements for a common identification standard for Federal employees and Contractors.

When a PIV or PIV-I card is provided, it shall be used in conjunction with a compliant card reader and middleware for logical system access. The Contractor shall (1) Include FIPS 201-2 compliant, HSPD-12 card readers with the purchase of servers, desktops, and laptops; and (2) comply with FAR 52.204-9, Personal Identity Verification of Contractor Personnel.

b. Definitions

“Agency Access” means access to CMS facilities, sensitive information, information systems or other CMS resources.

“Applicant” is a Contractor employee for whom the Contractor submits an application for a CMS identification card.

“Contractor Employee” means prime Contractor and subcontractor employees who require agency access to perform work under a CMS contract.

“Official station”— As defined by Federal Travel Regulations, an area defined by the agency that includes the location where the employee regularly performs his or her duties or an invitational traveler’s home or regular place of business. The area may be a mileage radius around a particular point, a geographic boundary, or any other definite domain, provided no part of the area is more than 50 miles from where the employee regularly performs his or her duties or from an invitational traveler’s home or regular place of business. If the employee’s work involves recurring travel or varies on a recurring basis, the location where the work activities of the employee’s position of record are based is considered the regular place of work.

“Federal Identification Card” (or “ID card”) means a federal government issued or accepted identification card such as a Personal Identity Verification (PIV) card, Personal Identity Verification-Interoperable (PIV-I) card, or a Local-Based Physical Access Card issued by CMS, or a Local-Based Physical Access Card issued by another Federal agency and approved by CMS. “Issuing Office” means the CMS entity that issues identification cards to Contractor employees.

“Locally Based Physical Access Card” means an access Card that is graphically personalized for visual identification, that does not contain an embedded computer chip, and is only used for physical access.

“Local Security Servicing Organization” means the CMS entity that provides security services to the CMS organization sponsoring the contract, Division of Physical Security and Strategic Information (DPSSI).

“Logical Access” means the ability for the Contractor to interact with CMS information systems, databases, digital infrastructure, or data via access control procedures such as identification, authentication, and authorization.

“Personal Identity Verification (PIV) card,” as defined in FIPS PUB 201-2, is a physical artifact (e.g., identity card, “smart” card) issued to an individual that contains a PIV Card Application which stores identity credentials (e.g., photograph, cryptographic keys, digitized fingerprint representation) so that the claimed identity of the cardholder can be verified against the stored credentials by another person (human readable and verifiable) or an automated process (computer readable and verifiable).

“Personal Identity Verification-Interoperable (PIV-I) card” similar to a PIV card, is a physical artifact (e.g., identity card, “smart” card) issued to an individual that contains a PIV Card Application which stores identity credentials (e.g., photograph, cryptographic keys, digitized fingerprint representation) so that the claimed identity of the cardholder can be verified against the stored credentials by another person (human readable and verifiable) or an automated process (computer readable and verifiable). PIV-I cards are issued by a non-federal government entity to non-federal government staff. PIV-I cards are issued in a manner that allows federal relying parties to trust the cards. The PIV-I cards uses the same standards of vetting and issuance developed by the U.S. government for its employees

c. Screening of Contractor Employees

i. Contractor Screening of Applicants

1. **Contractor Responsibility:** The Contractor shall pre-screen individuals designated for employment under any CMS contract by verifying minimum suitability requirements to ensure that only qualified candidates are considered for contract employment. At the discretion of the government, the government reserves the right to request and/or review Contractor employee vetting processes. The federal minimum suitability requirements can be found below in section (c) (2)—Suitability Requirements, and are also contained in 5 CFR 731.202. The Contractor shall exercise due diligence in pre-screening all employees prior to submission to CMS for agency access.
2. **Alien Status:** The Contractor shall monitor an alien’s (foreign nationals) continued authorization for employment in the United States. If requested by the Agency, the Contractor shall provide documentation to the Contracting Officer (CO) or the Contracting Officer’s Representative (COR) that validates that the Employment Eligibility Verification (e-Verify) requirement has been met for each Contractor or sub-Contractor employee working on the contract in accordance with Federal Acquisition Regulation (FAR) 52.222-54 – Employment Eligibility Verification.
3. **Residency Requirement:** All CMS Contractor applicants shall have lived in the United States at least three (3) out of the last five (5) years prior to submitting an application for a Federal ID Card. CMS will process background investigations for foreign nationals in accordance with Office of Personnel Management (OPM) guidance. Contractor employees who worked for the U.S. Government as an employee overseas in a Federal or military capacity; and/or been a dependent of a U.S. Federal or military employee serving overseas, must be able to provide state-side reference coverage. State-side coverage information is required to make a suitability or security determination. Examples of state-side coverage information include: the state-side address of the company headquarters where the applicant’s personnel file is located, the state-side address of the Professor in charge of the applicant’s “Study Abroad” program, the religious organization, charity, educational, or other non-profit organization records for the applicant’s overseas missions, and/or the state-side addresses of anyone who worked or studied with the applicant while overseas.
4. **Selective Service Registration:** All males born after December 31, 1959, must meet the Federal Selective Service System requirements as established on www.sss.gov.

ii. Identification Card Application Process

ID Card Sponsor: The CMS Contracting Officer’s Representative (COR) will be the CMS ID card Sponsor and point of contact for the Contractor’s application for a CMS ID card. The COR will review and approve/deny the HHS ID Badge Request before the form is submitted to the CMS, Office of Support Services and Operations, (OSSO), Division of Personnel Security Services (DPS), for processing. If approved, an applicant may be issued either a Personal Identity Verification (PIV) or PIV- I card that meets the standards of HSPD-12 or a Local-Based Physical Access Card.

Contractor Application Required Submissions: All applicants shall submit an HHS ID Badge Request form for issuance of a Federal ID Card. Unless otherwise directed by the ID Card Sponsor or DPS, applicants are required to electronically submit the request form via CMS' Enterprise User Administration (EUA) Electronic Front-end Interface (EFI) system, which is located at <https://eua.cms.gov/efi>. To assist users with the application process, a user's guide is located at: <https://www.cms.gov/About-CMS/Contracting-With-CMS/ContractingGeneralInformation/Contracting-Policy-and-Resources.html>.

The EUA users guide link should be used to obtain the most current instructional guidance.

PIV Training: Contractors who need PIV or PIV-I card shall complete HHS PIV Applicant Training, which is found at <https://www.cms.gov/About-CMS/Contracting-With-CMS/ContractingGeneralInformation/Contracting-Policy-and-Resources.html>. A copy of the completion certificate shall be included with the EFI application.

CMS Applicant Evaluations: CMS will evaluate an applicant's required access level. Once the review is complete and accepted for further processing, the applicant will be contacted by DPS to submit the below information, as applicable.

1. **e-QIP:** Contractor employees will be required to submit information into e-QIP, a web-based automated system that is designed to facilitate the processing of standard investigative forms used when conducting background investigations for Federal security, suitability, fitness and credentialing purposes.
2. **Fingerprints:** Instructions for obtaining fingerprints will be provided by CMS, OSSO, DPS.
3. **OF 306:** Contractor employees may be required to complete the Optional Form (OF) 306, Declaration for Federal Employment which can be found at https://www.opm.gov/forms/pdf_fill/of0306.PDF.
4. **Access to Restricted Area(s):** The CMS COR will initiate all Federal ID card holders' physical access requests via Physical Access Control System (PACS) Central at <https://pam.cms.local>.

Suitability Requirements: CMS may decline to grant agency access to a Contractor employee including, but not limited to, any of the criteria cited below:

1. Misconduct or negligence in employment;
2. Criminal or dishonest conduct;
3. Material, intentional false statement, or deception or fraud in examination or appointment;
4. Refusal to furnish testimony as required by § 5.4 of 5 CFR 731.202;
5. Alcohol abuse, without evidence of substantial rehabilitation, of a nature and duration that suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of the applicant or appointee or others;
6. Illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation;

7. Knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force; and
8. Any statutory or regulatory bar which prevents the lawful employment of the person involved in the position in question.

Badge Issuance: Upon approval of the badging application process and prior to starting work on the contract, applicants whose official station is located within 50 miles from CMS' central office or one of its regional offices will be contacted to appear in person, at least two times (estimated at one hour for each visit), and shall provide two (2) original forms of identity source documents in order to generate the badge/ID. The identity source documents shall come from the list of acceptable documents included in FIPS 201-2, located at <http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.201-2.pdf>. At least one (1) document shall be a valid State or Federal government-issued picture ID. PIV-I mobile enrollment stations will be made available for applicants that have an official station more than 50 miles from CMS or any of its regional offices, and the employee will not need to travel to a CMS Office. The Contractor will be contacted by CMS for further instructions on the badging process in this scenario.

d. CMS Position Designation Assessment

CMS will assign a risk and sensitivity level designation analysis to the overall contract and/or to Contractor employee positions by category, group or individual. The risk and sensitivity level designations will be the basis for determining the level and type of personnel security investigations required for Contractor employees. At a minimum, the FBI National Criminal History Check (fingerprint check) must be favorably adjudicated. Additionally, the OPM e-QIP and other required forms must be accepted by DPS before a CMS identification card will be issued.

e. Post Badging Training Requirements:

Contractor employees that receive an HHS ID Badge are expected to complete the following online trainings each year, according to the timeframes indicated below, and annually thereafter. The below list is not all inclusive and the COR may indicate training that must be taken in addition to the below:

- i. **Security and Insider Threat Awareness and Training (30 days after receiving badge):** This course outlines the role of Contractors with regard to protecting information and ensuring the secure operation of CMS federally controlled information systems. Estimated time to complete is one hour.
- ii. **Computer Based Training (CBT) (within 3 days of approved EUA account):** This training offers several modules to familiarize contractor employees with features of CMS' webinar service. Estimated time to complete is one hour.

f. Background Investigation and Adjudication

Upon contract award and receipt of an HHS ID Badge Request, CMS will initiate the Agency Access procedures, to include a background investigation.

CMS may accept favorable background investigation adjudications from other Federal agencies when there has been no break in service. A favorable adjudication does not preclude CMS from initiating a new investigation when deemed necessary. Each CMS sponsored Contractor shall use the OPM e-QIP system to complete any required investigative forms.

The Contractor remains fully responsible for ensuring contract performance pending completion of background investigations of Contractor personnel. Employees that do not require access to CMS federally controlled information systems, facilities, or sensitive information in order to perform their duties may begin work on a contract immediately and need not submit an HHS ID Badge Request.

- i. Failure to cooperate with OPM or Agency representatives during the background investigation process is considered grounds for removal from the contract.
- ii. DPS may provide written notification to the Contractor employee, with a copy to the COR, of all suitability/non-suitability decisions. A CMS adjudicative decision (based on criminal history results or completed investigation results) is final, and is not subject to appeal.
- iii. Contractor personnel for whom DPS determines to be ineligible for ID issuance will be required to cease working on the contract immediately.
- iv. The Contractor shall immediately submit an adverse information report, in writing to the CO with a copy to the COR, of any adverse information regarding any of its employees that may impact their ability to perform under this contract. Reports should be based on reliable and substantiated information, not on rumor or innuendo. The report shall include, at a minimum, the Contractor employee's name and associated contract number along with the adverse information. The COR will forward the adverse information report to the DPS for review and/or action.
- v. At the Agency's discretion, Contractor personnel may be provided an opportunity to explain or refute unfavorable information before an adjudicative decision is rendered on whether or not to withdraw the Federal ID from the individual in question. Under the provision of the Privacy Act of 1974, Contractor personnel may request a copy of their own investigation by submitting a written request to the OPM Federal Investigative Services (FIS) Freedom of Information (FOI) office. The following OPM-FOI link is being provided to afford one the instructions for obtaining a copy of one's file: <https://www.opm.gov/investigations/freedom-of-information-and-privacy-act-requests/>.

g. Background Investigation Cost

The government will bear the cost of background investigations that are performed at the direction of CMS' personnel security representatives by the Federal government's approved and designated background investigation service provider, the OPM.

At the Agency's discretion, if an investigated Contractor employee leaves the employment of the Contractor, or otherwise is no longer associated with the contract within one (1) year from the date the background investigation was completed, the Contractor may be required to reimburse CMS for the full cost of the investigation. Depending upon the type of background investigation conducted and the cost incurred by CMS, the Contractor cost will be determined based upon the current OPM fiscal year billing rates, which can be found at <http://www.opm.gov/investigations/background-investigations/federal-investigations-notices>. The amount to be paid by the Contractor shall be due and payable when the CO submits a written letter notifying the Contractor as to the cost of the investigation. The Contractor shall pay the amount due within thirty (30) days of the date of the CO's letter by check, made payable to the "United States Treasury." The Contractor shall provide a copy of the CO's letter as an attachment to the check and submit both to the Office of Financial Management at the following address:

Centers for Medicare & Medicaid Services
PO Box 7520
Baltimore, Maryland 21207

h. Identification Card Custody and Control

The Contractor is responsible for the custody and control of all forms of Federal identification issued by CMS to Contractor employees. The Contractor shall immediately notify the COR when a Contractor employee no longer requires agency access due to transfer, completion of a project, retirement, removal from work on the contract, or termination of employment. Return all CMS Federal ID cards to:

The Centers for Medicare and Medicaid Services
Attn: DPS, Mailstop: SL-17-06
7500 Security Boulevard
Baltimore, Maryland 21244

The Contractor shall also ensure that Contractor employees comply with CMS requirements concerning the renewal, loss, theft, or damage of an ID card.

Failure to comply with the requirements for custody and control of CMS issued ID cards may result in a delay in withholding final payment or contract termination, based on the potential for serious harm caused by inappropriate access to CMS facilities, sensitive information, information systems or other CMS resources.

- i. **Renewal:** A Contractor employee's CMS issued ID card is valid for a maximum of five (5) years and 9 months or until the contract expiration date (including option periods), whichever occurs first. The renewal process should begin six weeks before the ID card expiration date by contacting the COR. If an ID card is not renewed before it expires, the Contractor employee will be required to sign-in daily for facility access and may have limited access to information systems and other resources. Contractor ID card certificate(s) require yearly updates from the issuance date. The yearly updates should be coordinated between the contractor and the COR.
- ii. **Lost/Stolen:** Immediately upon detection that an ID card is lost or stolen, the Contractor or Contractor employee shall report a lost or stolen ID card to the COR and the local security servicing organization at SECURITY@cms.hhs.gov. The Contractor shall also submit an Incident Report within 48 hours, to the COR, DPS at Badging@cms.hhs.gov, and the local security servicing organization. The Incident Report shall describe the circumstances of the loss or theft. If the loss or theft is reported by the Contractor to the local police, a copy of the police report shall be provided to the COR. The Contractor employee shall sign in daily for facility access and may have limited access to information systems and other resources until the replacement card is issued.
- iii. **Replacement:** An ID card will be replaced if it is damaged, contains incorrect data, or is lost or stolen for more than three (3) days, provided there is a continuing need for agency access to perform work under the contract.

In the event that the PIV card or certificate(s) are not renewed in a timely fashion, or the ID card requires replacement due to being lost, stolen, or damaged, the contractor employee will go through the "Badge Issuance" process again as described in above in section (c) (2). In any of these events, contact your COR to coordinate the appropriate next steps.

i. Surrender ID Cards/Access Cards, Government Equipment

CMS reserves the right to suspend or withdraw ID card access at any time for any reason. Access will be restored upon the resolution of the issue(s).

Upon notification that routine access to CMS facilities, sensitive information, federally controlled information systems or other CMS resources is no longer required, the Contractor shall surrender the CMS issued ID card, access card, keys, computer equipment, and other government property to the CMS COR or directly to CMS at the address referenced above in section (f). DPS Contractor personnel who do not return their government issued property within 48 hours of the last day of authorized access to CMS, may be permanently barred from CMS systems and facilities and may be subject to fines and penalties, as authorized by applicable Federal or State laws.