



May 9, 2018

This is Amendment No. 4. The specifications in our invitation for bids on Jacket 404-868, scheduled for opening on May 11, 2018, are amended as follows:

The bid opening date is extended to May 15, 2018.

All other specifications remain the same.

Acknowledge on bid or amend bid by letter to the U.S. Government Publishing Office, Bid Section, Room C-848, Stop: CSPA, Washington, DC 20401, M/F: Jacket number, bid opening date and time. Facsimile amended bids/letters in response to this amendment are permitted. Facsimile bids/letters may be submitted directly to the GPO Bid Section, Fax No. (202) 512-1782. The jacket number and bid opening date and time must be specified with the amended bid/letter. Refer to Amendments to Solicitations in the Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2, as revised January 2018. Hand delivered amended bids/letters are to be taken to: GPO Bookstore, 710 North Capitol Street, NW, Washington, DC, between the hours of 8:00 a.m. and 4:00 p.m., prevailing Washington, DC time, Monday through Friday. Follow the instructions in the Bid Submission/Opening area. If further instruction or assistance is required, call (202) 512-0526.

Failure to acknowledge receipt of this amendment, by amendment number, prior to bid opening date and time, may be reason for bid being judged nonresponsive.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jamie L. Fowler".

JAMIE L. FOWLER
Contracting Officer



May 7, 2018

This is Amendment No. 3. The specifications in our invitation for bids on Jacket 404-868, scheduled for opening at May 11, 2018, are amended as follows:

- Bid opening date remains the same.
- On page 15 of 31, the specifications for the Gloss and Smoothness properties for “JCP A280 Matte Coated Groundwood” are to be deleted, and in their place, the following specifications are to be inserted:

Gloss (75°): Average each side (units) 5 to 25

Smoothness: Average each side not to exceed
(Sheffield units)..... 200

All other specifications remain the same.

Acknowledge on bid or amend bid by letter to the U.S. Government Publishing Office, Bid Section, Room C-848, Stop: PPSGB, Washington, DC 20401, M/F: Jacket number, bid opening date and time. Facsimile amended bids/letters in response to this amendment are permitted. Facsimile bids/letters may be submitted directly to the GPO Bid Section, Fax No. (202) 512-1782. The jacket number and bid opening date and time must be specified with the amended bid/letter. Refer to Amendments to Solicitations in the Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2, as revised January 2018. Hand delivered amended bids/letters are to be taken to: GPO Bookstore, 710 North Capitol Street, NW, Washington, DC, between the hours of 8:00 a.m. and 4:00 p.m., prevailing Washington, DC time, Monday through Friday. Follow the instructions in the Bid Submission/Opening area. If further instruction or assistance is required, call (202) 512-0526.

Failure to acknowledge receipt of this amendment, by amendment number, prior to bid opening date and time, may be reason for bid being judged nonresponsive.

Sincerely,

JAMIE L. FOWLER
Contracting Officer



May 4, 2018

This is Amendment No. 2. The specifications in our invitation for bids on Jacket 404-868, scheduled for opening at May 3, 2018, are amended as follows:

- ***Change the bid opening date to May 11, 2018.***

All other specifications remain the same.

Acknowledge on bid or amend bid by letter to the U.S. Government Publishing Office, Bid Section, Room C-848, Stop: PPSGB, Washington, DC 20401, M/F: Jacket number, bid opening date and time. Facsimile amended bids/letters in response to this amendment are permitted. Facsimile bids/letters may be submitted directly to the GPO Bid Section, Fax No. (202) 512-1782. The jacket number and bid opening date and time must be specified with the amended bid/letter. Refer to Amendments to Solicitations in the Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2, as revised January 2018. Hand delivered amended bids/letters are to be taken to: GPO Bookstore, 710 North Capitol Street, NW, Washington, DC, between the hours of 8:00 a.m. and 4:00 p.m., prevailing Washington, DC time, Monday through Friday. Follow the instructions in the Bid Submission/Opening area. If further instruction or assistance is required, call (202) 512-0526.

Failure to acknowledge receipt of this amendment, by amendment number, prior to bid opening date and time, may be reason for bid being judged nonresponsive.

Sincerely,

A handwritten signature in cursive script that reads "Jamie L. Fowler".

JAMIE L. FOWLER
Contracting Officer



April 23, 2018

This is Amendment No. 1. The specifications in our invitation for bids on Jacket 404-868, scheduled for opening at May 3, 2018, are amended as follows:

- ***Change the bid opening date to May 8, 2018.***
- On page 25 of 31, under “Schedule,” the date in the table for the mailing of all bulk copies and self-mailers is changed to “9/12/18 – 9/29/18.”
- On page 25 of 31, under “Schedule,” the date in the table for the last day for contractor to ship self-mailers from plant (Form 3607 verification) is changed to “9/29/18.”
- On page 25 of 31, under “Schedule,” delete the following paragraph in its entirety:

NOTE: In order to meet the scheduled mailing date, all mailed copies must be at the final USPS facility where the copies will be entered into the mail stream. The contractor will not be considered to have met the mailing date simply because an on-site USPS representative at the contractor’s facility has filled out and signed a PS Form 8125 for those copies.

- In its place, insert the following paragraph:

NOTE: In order to meet the scheduled mailing date, all mailed copies must be accepted by a USPS representative (with a signed/dated applicable PS Form) AND must have left the contractor’s plant(s) no later than 9/29/18.

- On page 27 of 31, under “Determination of Award,” the estimated figure for line item (a)(1) is changed to “11.”

All other specifications remain the same.

Acknowledge on bid or amend bid by letter to the U.S. Government Publishing Office, Bid Section, Room C-848, Stop: PPSGB, Washington, DC 20401, M/F: Jacket number, bid opening date and time. Facsimile amended bids/letters in response to this amendment are permitted. Facsimile bids/letters may be submitted directly to the GPO Bid Section, Fax No. (202) 512-1782. The jacket number and bid opening date and time must be specified with the amended bid/letter. Refer to Amendments to Solicitations in the Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2, as revised January 2018. Hand delivered amended bids/letters are to be taken to: GPO Bookstore, 710 North Capitol Street, NW, Washington, DC, between the hours of 8:00 a.m. and 4:00 p.m., prevailing Washington, DC time, Monday through Friday. Follow the instructions in the Bid Submission/Opening area. If further instruction or assistance is required, call (202) 512-0526.

Failure to acknowledge receipt of this amendment, by amendment number, prior to bid opening date and time, may be reason for bid being judged nonresponsive.

Sincerely,

JAMIE L. FOWLER
Contracting Officer

BID OPENING: BIDS SHALL BE PUBLICLY OPENED AT 11:00 A.M., PREVAILING WASHINGTON, DC TIME, ON MAY 3, 2018.

BID SUBMISSION: Submit bid in pre-addressed envelope furnished with solicitation or send to: U.S. Government Publishing Office, Bid Section, Room C-848, Stop: CSPS, 732 North Capitol Street, NW, Washington, DC 20401. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO Bid Section, Fax No. (202) 512-1782. The jacket number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2, as revised January 2018. Hand delivered bids are to be taken to: GPO Bookstore, 710 North Capitol Street, NW, Washington, DC, between the hours of 8:00 a.m. and 4:00 p.m., prevailing Washington, DC time, Monday through Friday. Contractor is to follow the instructions in the bid submission/opening area. If further instruction or assistance is required, call (202) 512-0526.

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

“Medicare and You 2019”
(Spanish Area-Specific Handbooks)

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

Department of Health and Human Services (HHS)
Centers for Medicare & Medicaid Services (CMS)

BIDDERS, PLEASE NOTE:

- GPO has issued a new *GPO Publication 310.2, GPO Contract Terms - Solicitation Provisions, Supplemental Specifications, and Contract Clauses (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.
- 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.

Any questions concerning these specifications, contact Mary Newton at mnewton@gpo.gov or (202) 512-2132.

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GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 1-18)) and Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979, (Rev. 8-02)).

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

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

CONTRACTOR: Throughout this document, the term “contractor” refers to the printing company that is awarded the contract. The term “subcontractor” refers to any other company that is performing work on this contract as hired by the contractor.

WORKING AND COMMUNICATING WITH OTHER PLANTS AND SUBCONTRACTORS: The contractor may employ the services of outside subcontractors to perform all or part of the non-printing requirements of this job. In addition, the contractor may utilize multiple plants within their own company to complete the requirements of this job. In such situations, the contractor **MUST** ensure that the additional plants and subcontractors have a copy of these specifications and meet all requirements stated within this document. In addition, it is the contractor’s responsibility to communicate with, and manage the work performed, by other plants and subcontractors.

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

If the contractor needs to add a subcontractor at any time after approval of the contractor’s project plans (see “PROJECT PLANS” specified herein), the subcontractor must be approved by the Government prior to production starting in that facility. The contractor must submit the subcontractor’s information to the Government for approval 24 hours prior to the start of production at that facility.

If the contractor needs to add another contractor production facility at any time after approval of the contractor’s project plans, the contractor must notify the Government 24 hours prior to production starting in that facility .

QUALITY ASSURANCE LEVELS AND STANDARDS:

The following levels and standards shall apply to these specifications:

Product Quality Levels For Text Pages:

- (a) Printing Attributes – Level III.
- (b) Finishing Attributes – Level II.

Product Quality Levels For Covers:

- (a) Printing Attributes – Level II.
- (b) Finishing Attributes – Level II.

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

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

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

<u>Attribute</u>	<u>Standard</u>
P-7. Type Quality and Uniformity	O.K. Press Sheets
P-8. Gradient and Halftone Match	O.K. Press Sheets
P-9. Solid and Screen Tint Color Match	O.K. Press Sheets
P-10. Process Color Match	O.K. Press Sheets

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

- P-7. O.K. proofs/Average type dimension/Electronic media.
- P-8. O.K. proofs/Electronic media.
- P-9. Pantone Matching System
- P-10. O.K. proofs.

DATA SECURITY: These products contain Personally Identifiable Information (PII) consisting of a person’s name and address. Security of Personally Identifiable Information is a vital component of this contract. The contractor shall guarantee strict confidentiality, integrity, and limited availability of all PII provided by the Government during the performance of this contract. Disclosure of the information/data, in whole or in part, by the contractor can only be made in accordance with the provisions in the Data Use Agreement (DUA). (See Security Exhibit 5.)

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

PII for the Medicare & You handbook includes: a person’s name and address.

The contractor shall not release or sell to any person any technical or other data received from the Government under the contract; nor shall the contractor use the data for any purpose other than that for which it was provided to the contractor under the terms of the contract. The contractor must guarantee that furnished PII will be used only in the performance of this contract.

Proper control and handling must be maintained at all times to prevent any information or materials required to produce the products ordered under these specifications from falling into unauthorized hands. All PII furnished by the Government, or duplicates created by the contractor or their representatives, and any resultant printouts must be kept accountable and under security to prevent their release to unauthorized persons. Unsecured telecommunications, including the internet, to transmit PII is prohibited.

Data Custodians: If any PII is to be forwarded to additional contractor-owned locations or to subcontractor-owned locations, all security requirements also apply to those locations (all parties involved). The contractor is responsible for the actions of all locations. The contractor’s project manager shall appoint up to two Data Custodians at each location and shall have them complete an Addendum to Data Use Agreement. (See Security Exhibit 6: Addendum to Data Use Agreement (DUA).) The contractor’s project manager must collect and submit completed forms to CMS before any PII may be sent to that location.

Preaward/Postaward Surveys: At the Government’s option, Preaward or Postaward Surveys may be conducted to review all data handling and production areas involved along with their specific functions, and the contractor’s/subcontractor’s personnel, production, security, and other requirements outlined in this contract and in the contractor’s Security Plan.

Personnel Security: The contractor shall have a system in place to perform criminal background investigations and Social Security Number verification on all employees. In addition, CMS will perform background investigations on two contractor employees who will access the Gentran mailbox. (See Security Exhibits 2, 3, and 4 for more information.)

Physical Security: The contractor shall have a secure work area(s) for processing and production of all CMS PII in electronic and paper format. The work area(s) shall be accessible only to authorized employees, and all work shall be monitored closely by contractor management while CMS PII is being processed and/or produced.

Information Technology (IT) Security: The contractor shall have a system in place to comply with CMS Information Security Clause 11 in (See Security Exhibit 1).

Security Liaison(s): The contractor must appoint one or more Security Liaison(s) to handle issues regarding personnel, physical, and computer security; confidential issues that may arise at any point during the background investigation process; and to serve as a point of contact to the Government for security issues. The Liaison’s duties will include attending the Postaward Conference, submitting a security plan (see “Security Plan” specified herein), discussing confidential security issues with CMS staff, submitting background applications, and resolving any issues of inaccurate or incomplete data supplied by background investigation applicants. In the event CMS discovers sensitive information during the background investigation, CMS Security may need to contact the background investigation applicant directly.

Disposal of Waste Material: All waste material containing PII must be destroyed in a manner that it is not possible to recreate the product or identity of a beneficiary (i.e., burning, pulping, shredding, macerating, or other suitable means). If the contractor selects shredding as a means of destruction, it must be a cross-cut shredder with a maximum size of 5/32 x 1-1/2” cross cut particles. Strip shredding is not acceptable.

Destruction of waste must occur inside the contractor’s secure production facility, close to the point of production or inspection. Sending intact waste containing PII to a municipal incinerator, a recycler, or any other off-site processor is not acceptable and will be considered a data breach.

Disposal of Electronic PII: Immediately after production of each print order is complete, all electronic files including any files (parallel printout) deriving from the original file containing PII furnished for the print order must be permanently destroyed in accordance with Federal Information Security Management Act (FISMA) of 2002. CMS will maintain an archive of furnished files.

Incident Reporting Requirements: If there is a breach or a suspected breach of PII, the incident must be reported to CMS within one hour of discovery. Contractor to report breaches to the CMS IT Service Desk at (410) 786-2580 or (800) 562-1963.

Expiration of Data Use Agreement (DUA): Upon expiration of the DUA, the contractor will be required to sign a certificate confirming destruction of all CMS data files and that no copies have been kept. Failure to certify file destruction may cause the CMS Privacy Office to refuse to issue future DUA’s and data with the contractor’s company or to individuals listed on the DUA. See Exhibit 7: Certificate of Data Destruction. The contractor representative named in Section 16 of the DUA may sign one certificate for all locations.

Security Exhibits: The following Exhibits 1 through 8 contain security clauses, information, and forms (Exhibits follow after Attachment C of these specifications).

- Security Exhibit 1: CMS Clause 11: CMS Information Security (April 2008)
- Security Exhibit 2: CMS Clause 09A-01 Security Clause (May 2007) (NOTE: This contract is designated as Low Risk.)

- Security Exhibit 3: FAQ Supplement to CMS Security Clause 09A-01 (April 2008)
- Security Exhibit 4: HHS Identification (ID) Badge Request HHS-Form 745 (2/13)

This form is used to initiate background investigations of the two people applying for access to the Gentran mailbox. No physical access or badge to CMS will be granted. Applicants must complete page 1 in its entirety including the applicant signature along with the date. Applicants must also sign the bottom of page 3 (#72) that states they have read and understand the Privacy Statement. This form is to be submitted to CMS immediately after award and renew annually thereafter.

- Security Exhibit 5: Data Use Agreement (DUA) (Form CMS-R-0235 (6/10))

Contractor management must complete Form CMS-R-0235 and submit to CMS immediately after award.

PLEASE NOTE: Contractor Management, along with this document, must send an email to Christine Crawford at christine.crawford@cms.hhs.gov that states the following:

“(Printing Contractor Company Name) is requesting access to the mail files of beneficiary names and addresses for the Medicare and You 2019 (Spanish Area-Specific Handbook).”

This email must be sent by the person whose name is on Form CMS-R-0235.

- Security Exhibit 6: Addendum to Data Use Agreement (DUA) (Form CMS-R-0235A (03/06))

Data Custodians at each location must complete CMS-R-0235A. Contractor’s project manager must collect and submit completed forms to CMS before any PII may be sent to that location.

- Security Exhibit 7: Certificate of Data Destruction (Form CMS-10252 (05/12))

Contractor must complete CMS-10252 at the expiration of the DUA.

- Security Exhibit 8: Secure One HHS, Information Security Program Rules of Behavior (2/12/08)

All contractor management and employees involved in this contract must read and sign this document. Signed copies of this document for Gentran applicants, DUA applicants, and Data Custodians must be submitted to CMS immediately after award. Signed copies for all other employees will be maintained by the contractor and furnished to the Government upon request.

The contractor must submit all completed and signed security forms to: CMS, Attn: Christine Crawford, S1-11-16, 7500 Security Boulevard, Baltimore, MD 21244. For delivery directly to Christine Crawford, the contractor may scan and email all documents to: Christine.crawford@cms.hhs.gov, or use FedEx Overnight service using FedEx furnished packaging.

SECURITY PLAN: The contractor must have a formal, documented Security Plan that will ensure their compliance with all of the security provisions of this contract and as referenced in attached exhibits. Particular attention should be given to addressing compliance of the *Federal Information Security Management Act of 2002 (FISMA)* and the *Privacy Act of 1974* as referenced in Exhibit 1, CMS Clause 11. Minimum security requirements for FISMA compliance are defined by the Department of Commerce, National Institute of Standards and Technology (NIST) in Federal Information Processing Standards Publication (FIPS) Publication 200 “Minimum Security Requirements for Federal Information and Information Systems”. This document can be found on the internet at <http://csrc.nist.gov/publications/fips/fips200/FIPS-200-final-march.pdf>.

Contractor must submit their Security Plan with as part of their Project Plan (see “PROJECT PLAN” specified herein).

Release of PII by CMS does not constitute CMS’ approval or acceptance of the Security Plan. At any time during this contract, if CMS finds deficiencies in the Security Plan, CMS may require correction of the deficiency.

LIQUIDATED DAMAGES: “Medicare and You” is a Congressionally mandated publication: Balanced Budget Act of 1997, section 4001, 1851 (d) (2) (A); and, Medicare, Prescription Drug, Improvement and Modernization Act of 2003. Liquidated damages will apply and will be computed at the rate of two and one half percent (2.5%) of the contract price for the total quantity ordered under these specifications for each workday the contractor is in default of the shipping schedule(s); provided that the minimum amount of liquidated damages shall not be less than \$5.00 for the entire order and not more than \$50,000.00 per day on the entire order, except the total damages assessed against a contractor shall in no case exceed 50% of the total value of the entire order.

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

A Preaward Survey of each of the contractor’s facilities that are proposed to be used for the production of the Medicare and You Handbooks will include a review of the contractor’s mail, material, personnel, facility, production, transportation, quality, and recovery plans as required by this contract. Attending this meeting will be representatives from the Government Publishing Office. A listing of all subcontractors involved, along with their specific functions must be presented.

A listing of all subcontractors involved, along with their specific functions, must be presented.

When requested, contractor(s) being considered for award may be required to submit 25 sheets each (8-1/2 x 11” in size) of the required text and cover stock, as specified under “STOCK/PAPER.”

PROJECT PLANS: Within five workdays of notification of contract award, the contractor shall submit 3 bound copies each of their Project Plan to the following addresses.

- U.S. Government Publishing Office, Agency Publishing Services, DC Team 3, Attn: Mary Newton, Stop: CSAPS, Room C-838, 732 North Capitol Street, NW, Washington, DC 20401. (Telephone: (202) 512-2132)
- Centers for Medicare & Medicaid Services (CMS), Attn: Clint Howard, SLL-11-17, 7500 Security Boulevard, Baltimore, MD 21244-1850.

The proposed plans are subject to Government approval. Once submitted, no changes to these plans may be made without written approval from GPO.

The contractor must present a detailed Project Plan that will include the following:

Personnel Plan: This plan must contain the following information for the contractor’s Project Manager and Alternate (Back-up) Project Manager:

- Name
- Work address
- Telephone Numbers (Office and Cellular)
- Fax Number
- Email Address

Production Facilities Plan: The following information for all contractor and subcontractor production facilities that will be used for this project shall be provided:

- Company Name
- Plant Name
- Street Address
- Name of Contact Person
- Number of presses, binding lines, and imaging lines that will be used to produce M&Y Handbooks
- Contact Person’s Telephone Numbers (Office and Cellular)
- Contact Person’s Email Address
- Plant Manager’s Name (for each shift)
- Plant Manager’s Telephone Numbers (Office and Cellular)
- Plant Manager’s Email Address

If the contractor needs to add a subcontractor at any time after approval of the contractor’s project plans, the subcontractor must be approved by the Government prior to production starting in that facility. The contractor must submit the subcontractor’s information to the Government for approval 24 hours prior to the start of production at that facility.

If the contractor needs to add another contractor production facility at any time after approval of the contractor’s project plans, the contractor must notify the Government 24 hours prior to production starting in that facility .

Production Plan: This plan must include:

- The projected commencement dates for cover printing, text printing, and binding and address imaging.
- The daily quantity projections for cover printing, text printing, and binding and address imaging.

Quality Assurance Plan: This plan must include, for each location, the names of all quality assurance personnel and a detailed description of the number, type, and frequency of inspections that will be performed as well as the records that will be maintained documenting these activities (see “QUALITY ASSURANCE PROGRAM”). The plan must also include samples of detailed quality checklists that will be used at each identified type of inspection. Personnel responsible for performing these quality inspections will be required to sign the checklist for their specific task, certifying that they have read and understand the required checklist. A copy of the certified checklist must be posted at the site of the inspection, for review and confirmation by the GPO monitor. A sample of the intended 5,000th book parallel print-out format must be submitted with the contractor’s Project Plan for review and approval.

Transportation Management Plan: This plan must describe the details of obtaining transportation services for the drop-shipment of single copies to appropriate postal facilities and for delivery of bulk copies. This plan must show how the transportation service providers are selected by the contractor’s firm as the best value for the Government. Include the following information regarding the contractor’s methods for:

- Soliciting and reviewing bids for transportation services to ensure that the Government is receiving “best value.”
- Evaluating reasonableness of cost/price.
- Evaluating on-time delivery record.
- Controlling transportation costs.

Sequential Numbering Plan: This plan must include sufficient detail to fulfill the contract requirements that there are no duplicate, damaged, or missing pieces. Each piece should have a unique number. An explanation of the contractor’s sequential numbering system is required to understand the required audit trail for each and every piece.

QUALITY ASSURANCE PROGRAM: By submission of the bid, the contractor agrees to maintain a quality system in addition to GPO’s regular program. At a minimum, this program will include the following:

- Random press sheet pulls during the run by the press operator, mechanically dated and time stamped, then signed by the person performing the inspection. The press pulls will consist of a pull from all streams being produced every 20 minutes with the attached GPO “Certificate of Selection” form (Attachment C) also being mechanically dated and time stamped then being filled out by the shift Pressroom Foreman at the end of each shift.
- A designated company official who will be responsible for checking the first 10 addresses for each item printed in each location by comparing them with a parallel printout as well as every 5,000th piece. The results of these checks will be recorded and made available to the Government upon request.
- Any deviation from the parallel printout must indicate the steps taken for correction including going back to the last matching address and identifying the first and last pieces which had to be re-run as a result of the deviation. An accurate record of all complete publications and the anticipated release date for shipment to the U.S. Postal Service is essential.
- The contractor is required to keep the press sheet pulls for six months after completion of distribution. After six months, the press sheet pulls are to be destroyed in accordance with “Disposal of Waste Material” specified under “DATA SECURITY.” Contractor must furnish a certificate of destruction certifying that the press sheet pulls have been destroyed properly.

NOTE: Although a Government representative will be on site during much of the binding and imaging phase, it still remains the contractor’s responsibility to follow their own quality assurance program. The Government representative is monitoring production and not performing quality assurance checks.

INSPECTION BY THE GOVERNMENT AND ON-SITE MONITORING: Performance of all elements and functions of the Quality Assurance Plan and the right of the Government to make general or specialized tests and inspections does not relieve the contractor of any responsibility for meeting all requirements in this contract. A Government representative shall be on site during the startup of the binding and imaging portion of this job, and may stay on site for all or part of the binding and imaging process.

A desk, telephone, facsimile machine, and computer with Microsoft Office software (Microsoft Office 2000 or later), a CD-ROM drive, and Internet access in a non-smoking, temperature controlled, environment shall be available for the exclusive use of the Government representative(s) during this time and located within a reasonable distance and/or reasonably accessible to the production lines. These requirements apply for all locations that are doing binding and/or imaging, including subcontractors. The Government representatives shall have full and unrestricted access to production facilities where CMS work is being produced.

The Government on-site monitor will be monitoring the bindery and imaging production as a monitor/observer. The Government on-site monitor will not be responsible for any quality assurance checks. The contractor must continue to perform all scheduled quality assurance checks regardless of the presence of the Government on-site monitor.

POSTAWARD CONFERENCE: Government representatives will conduct a conference with the contractor’s representatives, including at least one mailing representative, at the Centers for Medicare & Medicaid Services, 7500 Security Boulevard, Baltimore, MD 21244-1850, at a date and time determined by the Government (see “SCHEDULE” for dates). NOTE: At the Government’s option, the postaward conference may be conducted via teleconference.

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

PRIVACY ACT

(a) The contractor agrees:

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

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

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

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

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

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

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

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

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

TITLE: “Medicare and You 2019” (Spanish Area-Specific Handbooks).

PRODUCT: There are 11 items (Spanish Area-Specific Handbooks).

NOTE: For the purpose of this contract, the term “item” refers to an “Area Specific Handbook,” and these terms will be used interchangeably throughout these specifications.

QUANTITY: The estimated requirement of this product is approximately 850,000 to 900,000 handbooks, including Blue Label copies, plus an additional 176 copies for the Office of Superintendent of Documents.

NOTE: The figures specified below are estimates only based on historical data of past production runs. Exact quantities will not be known until the files are furnished to the contractor during the week of June 25, 2018. The Government reserves the right to increase or decrease by up to 20% the total number of handbooks ordered.

Quantities are as follows:

<u>Handbook Name</u>	<u>Publication Number</u>	<u>Estimated Total Quantity</u>
New Jersey and Puerto Rico (includes Virgin Island and Atlantic Euro)	10050-1S	690,365
New York City	10050-2S	18,731
Southern Florida	10050-3S	32,254
Illinois	10050-4S	9,099
Texas	10050-5S	27,297
Southern California	10050-6S	35,426
Northern California	10050-7S	14,844
Northern Florida	10050-8S	11,065
Arizona	10050-9s	6,278
Massachusetts	10050-10S	4,821
Pennsylvania	10050-11S	4,256

NUMBER OF PAGES: Each item is an estimated 152 to 176-page publication with a separate wraparound cover. Each item contains text and cover pages as follows:

Text: Text consists of a fixed section and a variable section, as follows:

- Fixed section is estimated to be approximately 128 pages and is common to all books.
- Variable section is approximately 24 to 48 pages, is unique, and is located at the end of each Area-Specific Handbook.

Covers: Covers 1, 2, and 3 are common to all books, and Cover 4 is specific to each book.

TRIM SIZE: 8-3/8 x 10-7/8”.

NOTE: See “PRESS SHEET INSPECTION” for color control bar requirements.

GOVERNMENT TO FURNISH: Data Files will be furnished via Electronic File Transfer (EFT), in a Gentran Mailbox that will be setup by CMS to provide the contractor with access to data files. Immediately after award, the contractor must submit the names of two (one primary user and one back-up user) to Christine Crawford at christine.crawford@cms.hhs.gov. At that time, the contractor will be given a mailbox ID that will be needed when applying for online access to the Gentran Mailbox.

Applicants must apply for access to the Gentran Mailbox via the following internet link: <https://portal.cms.gov> (Select the “New User Registration” link under the CMS Secure Portal tab on the top right of the webpage). A Social Security Number is required for the persons completing the form (no exceptions).

When online applications are complete, contractor must notify Christine Crawford by email (christine.crawford@cms.hhs.gov). Notifications of access will be sent to each applicant when approved. Additional information regarding the CMS EFT infrastructure can be found at the following link: <http://www.cms.hhs.gov/SystemLifecycleFramework/Downloads/EFTInfrastructure.pdf>.

Software: Contractor will need an Internet browser (the browser must be Internet Explorer 5.0 or above) or may use a GIS-compatible Secure File Transfer Protocol Client (SFTP).

The Government will furnish the following deliverables to the contractor at time of the postaward conference:

- Addresses furnished in a compressed EBCDIC file in a Gentran mailbox (secure FTP site, available when computer access forms are approved)
- CD-ROM generated on a MAC computer with MAC OS X Version 10.8.5 using Adobe InDesign CC2014 in native application format and Adobe Acrobat (version 8/9) via email (see below for additional specifications)
- One set of color visuals for the pages common to all Handbooks
- Bulk distribution list (an MS Excel file with these addresses will be e-mailed to the contractor prior to the postaward conference)
- Record Layout for mailing addresses
- One copy of USPS Form 3615, Mailing Permit Application and Customer Profile

Adobe InDesign CS5 and Adobe Acrobat (version 8/9) PDF Files: The 650 MB or 700 MB CD-ROM will be generated on a MAC computer with MAC OS X Version 10.8.5 using Adobe InDesign CC2014 in native application format. Printer and screen fonts are included on the CDs. PDF files will be supplied to the contractor via email with the variable pages that will comprise the last portion of the Handbook. NOTE: Contractors must use CMS supplied fonts only. One set of color visuals for the pages common to all Handbooks and the pages that are unique for each item of the Handbook will be provided as a general guide.

NOTE: All software upgrades (for specified applications) which may occur during the term of the contract, must be supported by the contractor.

The CD will contain electronic files for the fixed section of the Handbooks (the fixed section for the Area-Specific Handbooks are identical) and the covers for the Handbooks (Covers 1, 2, and 3 are identical for ALL Handbooks; Cover 4 is unique to each Area-Specific Handbook). The fixed section portion of the Handbook, which will comprise the first section of each Handbook, is approximately 128 pages. The variable sections, which will be unique to each Area-Specific Handbook, are approximately 24 to 48 pages (either 24, 28, 32, 36, 40, 44, or 48 pages) and will follow the fixed section. *NOTE: Each Area-Specific Handbook may contain a different page count for the variable section at the end of the Handbook.*

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

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.

ELECTRONIC PREPRESS: Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required reproduction image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported to: Clint Howard at clinton.howard@cms.hhs.gov.

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

Line screen resolution must be a minimum of 150 lpi for covers and 133 lpi for text.

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

PROOFS: The following proof requirements must be submitted for each plant location used in the printing of the product.

NOTE: The GPO imprint line must be visible on all proofs of Cover 3.

- *Three sets of digital color content proofs in book form of the “fixed” section of the Handbook (approximate circle folio pages 1 to 128) and Covers 1 through 4. Direct to plate must be used to produce the final product with a minimum of 2400 x 2400 dpi. Proofs must be created using the same Raster Image Processor (RIP) that will be used to produce the product. Proofs shall be collated with all elements in proper position (not pasted up), imaged face and back, trimmed and folded to the finished size of the product. *NOTE:* At contractor’s option, proofs may be trimmed/folded to the finished size of the product or furnished on over-sized stock with trim marks.

*Covers 1, 2, and 3, and the “fixed” section of each Handbook are common to all Area-Specific Handbooks; therefore, only two sets *from each plant* are required. For Cover 4, two sets *for each item* are required.

- Two sets of digital one-piece composite laminated halftone proofs on the actual production stock (Kodak Approval, Polaroid PolaProof, CreoSpectrum, or Fuji Final Proof) with a minimum resolution of 2400 x 2400 dpi for Covers 1 through 4 and all pages containing halftones. Proofs must contain color control bars (such as Brunner, GATF, GRETAG, or RIT) for each color of ink on the sheet. Control bars must be placed parallel to the press’s ink rollers and must show areas consisting of minimum 1/8 x 1/8” solid color patches; tint patches of 25, 50 and 75%; dot gain scale; and gray balance patches for process color (if applicable). These areas must be repeated consecutively across the sheet. Proofs must show dot structure.

NOTE: Line screen resolution must be a minimum of 150 lpi for covers and 133 lpi for text.

The make and model number of the proofing system utilized shall be furnished with the proofs. These proofs must contain all elements, be in press configuration and indicate margins. Proofs will be used for color match on press. Direct to plate must be used to produce the final product with a minimum of 2400 x 2400 dpi.

Pantone colors may be substituted with a similar color (with the exception of process yellow) but may not be built out of the four process colors. The dedicated Pantone color for Covers 1 and 4 must be shown as a distinguishable overlay on the one-piece laminated halftone proofs.

Contractor to submit two sets of ink draw downs on actual production stock (with coating on half of the stock) of Pantone colors used in job.

NOTE: At contractor’s option, in lieu of furnishing a proof of all pages containing halftones, the contractor may place all halftones on a page(s) and submit two sets of proofs for that page(s).

- At contractor’s option, in lieu of the digital one-piece composite laminated halftone proofs, two sets of inkjet proofs that are G7 profiled and use pigment-based inks may be submitted. A proofing RIP that provides an option for high quality color matching such as Device Links Technology and/or ICC Profiles Technology, and meets or exceeds industry tolerance to ISO 12647-7 standard for Graphic Technology (as of 3/19/09, and future amendments) must be utilized. Output must be a minimum of 720 x 720 dpi on a GRACoL or SWOP certified proofing media. Proofs must contain the following color control strip to be evaluated for accuracy: IDEAlliance ISO 12647-7 2009.

NOTE: For inkjet proofs only, the Pantone color must be output as a separate overlay and attached to the covers.

NOTE: Proofs will not be required for the PDF files for variable pages.

Send two sets of digital color content proofs, one set of composite laminated halftone proofs (or, one set of inkjet proofs), and one set of ink drawdowns directly to: CMS, Attn: Clint Howard, SLL-11-17, 7500 Security Boulevard, Baltimore, MD 21244-1850. Contractor must indicate Jacket Number, Requisition Number, and “PROOFS” on proof package(s).

Send one set of the digital color content proofs, one set of composite laminated halftone proofs (or, one set of inkjet proofs), and one set of ink drawdowns directly to: Government Publishing Office, Agency Publishing Services, DC Team 3, Attn: Mary Newton, Stop: CSAP, Room C838, 732 North Capitol Street, NW, Washington, DC 20401. (Telephone: (202) 512-2132) Contractor must indicate Jacket Number, Requisition Number, and “PROOFS” on proof package(s). Contractor must notify Mary Newton (mnewton@gpo.gov) immediately upon submitting proofs. *NOTE: This set will be held by the GPO and not returned.*

Contractor must notify GPO Shared Support Services Compliance Section via e-mail to compliance@gpo.gov or by calling (202) 512-0520 or faxing (202) 512-1364, and notify Mary Newton (mnewton@gpo.gov) immediately upon submitting proofs and immediately upon notification that the proofs are available for pickup at CMS.

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

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

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein and listed for the corresponding JCP Code numbers in the “Government Paper Specification Standards No. 12” dated March 2011.

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

All text paper used in each copy must be of a uniform shade. All cover paper must have the grain parallel to the spine.

Cover: White Matte Coated Cover, basis weight: 65 lbs. per 500 sheets, 20 x 26”, equal to JCP Code L50.

Text: White Matte Coated Groundwood, basis weight: 35 lbs. per 500 sheets, 25 x 38”, equal to JCP Code A280, as specified below.

JCP A280	Matte Coated Groundwood	April 1, 2018
Printing Paper		FSC 9310

Use information: This paragraph is informational only and is not exclusively definitive of the end use. For face and back offset printing of books, pamphlets, folders, etc. Printed matter may include text, line illustrations and light halftones. Grade is for long runs. A mill run grade.

Stock: *No postconsumer fiber is required; however, including postconsumer fiber is encouraged, provided that the requirements of this Standard are met.*

Basis weight: 25 by 38 inches,
500 sheets (pounds 35
A tolerance of ±5% shall be allowed.

Opacity: Average, not less than (percent) 89
No individual specimen shall average less
than (percent 87

Thickness: Average (mils) 3.3
A tolerance of ±0.0005 inch shall be allowed.
Paper shall be uniform and shall not vary more than
0.0004 inch from edge to edge.

Gloss (75°): Average each side (units) 10 to 25

Smoothness: Average each side not to exceed
(Sheffield units 120

General appearance: Paper shall conform to the standard sample established by the Government.

Brightness: Average not less than 77% or as specified.

Color: The paper in the order (or publication) shall be uniform and color variation shall not exceed DE(CIELAB)= 1.0.

Formation: Coating shall be uniform; shall be uniformly applied; shall not be gritty, mottled, stippled, or ribbed in appearance; and shall not exhibit cracks or flake off.

Cleanliness: The dirt count for each side of the paper shall not exceed 100 specks per square meter. No specks greater than 0.25 square millimeters are allowed.

Testing: Shall be conducted in accordance with methods in Part 2, *Government Paper Specification Standards*. The acceptance criteria Part 4 shall apply.

PRINTING: Publication prints head-to-head, with an occasional head to side.

Text: A minimum of 133-line screen for text is required.

All text pages (fixed base pages and variable pages) print in black and one Pantone color consisting of halftones, illustrations, gradient tones, type, and line matter throughout. Text pages contain some bleeds.

Fixed section (base pages) text is circle folioed 1 through 128 (estimated). The variable section, provided in the PDF file to be sent via email, is the balance of the book.

There are no blank text pages. Some text pages may print “This page intentionally left blank,” or “NOTES.”

Cover: A minimum of 150-line screen for covers is required.

Covers 1 and 2 print four-color process and one Pantone color (Pantone 300). Printing may consist of halftones, illustrations, type, bleeds and line matter. *NOTE: Pantone 300 must be printed as a solid Pantone color. Process builds are not allowed.*

Cover 3 prints black and one Pantone color (Pantone 300 Blue) with the GPO imprint line in black in lower right-hand corner. *NOTE: GPO imprint line MUST print on Cover 3 as specified. GPO imprint line must be in accordance with Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 1-18)).*

Cover 4 prints black and one Pantone color (Pantone 300 Blue) consisting of type, line matter, and logo. Contractor may knock out address area to be inkjet, if necessary. *NOTE: Mailing indicia on Cover 4 must not print on bulk shipment copies (see Attachment A).*

After printing, apply a non-yellowing gloss coating (varnish or aqueous) to the entire surface of Covers 1 and 4, to prevent smearing and scratching. Coating must be dull and not gloss.

All covers must be printed on a press capable of printing five colors in a single pass through the press (minimum of five printing units).

VARIABLE COMPUTERIZED IMAGING (ADDRESSING FOR SELF MAILERS):

Contractor to address Cover 4 using ink jet, laser, or suitable method using a sans serif font that meets USPS guidelines (<http://pe.usps.gov/cpim/ftp/pubs/Pub28/pub28.pdf>).

Address should read parallel to the short dimension of Cover 4 with placement and location in compliance with applicable USPS addressing guidelines (See Attachment A). Please note that furnished addresses can be up to eight lines of address information; it is possible for the address block to use 10 lines of data, including barcodes.

After addressing, the addresses must not run or bleed when in contact with water and must be clear and legible. All address elements, components, ink characteristics, and barcodes must meet USPS automated flat mail processing equipment compatibility standards and comply with all related USPS requirements as cited in the Mailing Standards of the United States Postal Service, Domestic Mail Manual and Flat Mail processing guidelines in effect at time of mailing (<http://pe.usps.gov>).

MARGINS: Margins will be as indicated in the furnished electronic media for the Handbook. Inadequate gripper margins. Text pages throughout may bleed at the head, foot, and outside edge. Contractor is responsible for extending bleeds on furnished materials as necessary to ensure bleeds on final product.

BINDING: Perfect-bind text and wraparound cover; trim three sides (bind on the left 10-7/8” dimension). Center hinge score front and back - not to extend beyond 1/4” from bind edge. Grain must run parallel to spine. Glue the front and back covers to the first and last text pages between the scores and the bind.

PRODUCTION REPORT DURING BINDING AND IMAGING PHASE: During the binding and imaging phase of this project, the contractor must email production reports that compare “actual production” to the “projected production” quantities provided in the project plan to Clint Howard (clint.howard@cms.hhs.gov) and Mary Newton (mnewton@gpo.gov).

The production report shall be a single page Microsoft Excel spreadsheet with four columns:

1. plant location
2. projected number of books bound and imaged (should match the projected totals in the project plan)
3. actual number of books bound and imaged
4. difference

The contractor is responsible for compiling this information from each location that is doing binding and imaging work. This report should be submitted every three (3) calendar days that bindery and imaging work is being done to Clint Howard and Mary Newton. At the postaward conference, a Microsoft Excel spreadsheet shall be provided to the contractor for this purpose.

PRESS SHEET, BINDING, AND VARIABLE IMAGING INSPECTIONS: The following inspections will be held at the contractor’s production facility:

- Text pages press sheet inspection
- Cover pages press sheet inspection
- Content inspection for the variable pages
- Text pages will consist of 16 variable pages within the fixed section supplied by agency. NOTE: The 16 variable pages, as selected by the ordering agency, must be in the correct numerical order, and imposed so they fold as a 16-page section. This 16-page section may be produced as needed to accommodate the contractor’s printing equipment.
- Binding inspection (may be held concurrently with the variable imaging inspection)
- Variable imaging inspection (may be held concurrently with the binding inspection)

Text and Cover Press Sheet Inspections: Contractor is to print an open 8-point star symbol, or a similar pre-identified unique symbol, within the finished trim area on each signature, which will be honed off after color “O.K.” standards have been established during the press sheet inspection.

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

GPO Publication 315.3: https://www.gpo.gov/pdfs/vendors/sfas/contractors_holding_psi.pdf

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

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

NOTE: If the contractor is printing text pages and/or cover pages in multiple locations, then a single text press sheet inspection will be held at the location that is printing first, and the contractor is responsible for maintaining the same standards at all other printing locations. If a contractor is printing covers in multiple locations, then a single cover press sheet inspection will be held at the location that is printing first, and the contractor is responsible for maintaining the same standards at all other printing locations.

The contractor must have the signed and approved proofs available for the section being printed at the cover and text press sheet inspections. The contractor must not print prior to receipt of an “O.K. for Color.” NOTE: If multiple plants are being used to print, contractor must have a copy of the signed-off press sheet at each plant.

Content Inspections: A Government inspector shall conduct a content inspection for the variable pages when the contractor starts to print these pages. The purpose of this content inspection is to ensure that the pages printed match the PDF file sent to the contractor. Since no proofs are required for these pages only the content and color separation will be examined at the start of this press run. The Government inspector will not establish new standards for color or ink density; contractor must match color standards set at the initial text press sheet inspection.

Binding and Variable Imaging Inspections: In the event that a contractor is binding or imaging in multiple locations, a binding and/or imaging inspection will be held in EACH location. This includes all plants the contractor uses for binding and/or imaging, as well as all subcontractor locations.

Binding operations will be inspected at the contractor’s plant for binding quality conformance and to ensure that all GPO binding specifications are being met.

Variable imaging inspections will be held to ensure that:

- The variable computerized imaging specifications and pertinent GPO imaging specifications are being followed.
- All address elements, components, ink characteristics, and barcodes meet USPS automated flat mail processing equipment compatibility standards and comply with all related USPS requirements as cited in current DMM and Flat Mail processing guidelines in effect at time of mailing (<http://pe.usps.com>).
- The correct covers, text pages, and address files are being utilized for the specific book being printed.

If imaging and binding are being done in-line, then the imaging and binding inspections will be held concurrently.

Contractor is not to bind prior to receipt of an “O.K. for Binding” and is not to image addresses and barcodes prior to an “O.K. for Imaging.”

Scheduling Inspections: Cover press sheet inspections and text press sheet inspections MUST be held during normal business hours (8:00 a.m. to 5:00 p.m., local prevailing time) on Government workdays, Monday through Friday. Cover press sheet inspections and text press sheet inspections will NOT be held on weekends or Federal holidays.

If possible, contractors should attempt to conduct the content inspection, as well as the binding and imaging inspections, during normal business hours (8:00 a.m. to 5:00 p.m., local prevailing time) on Government workdays, Monday through Friday. However, since the binding and imaging schedules, as well as the printing schedule for the variable pages, are very tight, these inspections can be held on weekends, Federal holidays, and during evening hours.

The Project Manager or Alternate Project Manager MUST notify GPO and CMS of the date and time the press sheet (cover and text) inspection, content inspection, variable imaging inspection(s), and the binding inspection(s) will be performed. In order for proper arrangements to be made, notification must be given at least 3 Federal workdays prior to EACH inspection. Notify both GPO and CMS, as follows:

- U.S. Government Publishing Office, Quality Control for Published Products (QCPP), Washington, DC 20401, telephone number (202) 512-0542 (telephone calls will only be accepted between the hours of 8:00 a.m. and 2:00 p.m., Monday through Friday, prevailing Eastern Time)
- Clint Howard, telephone number (410) 786-1962

It is the contractor’s responsibility to schedule all inspections with the Government, including inspections held at different plants and subcontractor’s facilities. The Government will not accept inspection appointments communicated by subcontractors hired by the contractor.

It is the contractor’s responsibility to ensure that appropriate personnel are on site during all inspections that can make any potential corrections, adjustments, and repairs, including the creation of new plates, prepress adjustments, and mixing inks.

NOTE: See contract clauses, paragraph 14(e)(1), Inspections and Tests of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 1-18)). When supplies are not ready at the time specified by the contractor for inspection, the Contracting Officer may charge to the contractor the additional cost of the inspection.

PACKING:

Bulk Shipments: Pack each item separately and identify the shipping containers with the Area-Specific item name, item number, publication number, Inventory Control Number, and publication revision date which will be provided at the postaward conference. ALL shipments must contain this information on each shipping container.

Pack suitable per shipping container not to exceed 40 pounds when fully packed. Shipping containers must be packed in a manner that will assure there is no damage to the product during shipping and handling.

Handbooks being delivered to the CMS warehouse or United Systems of Arkansas (USA) warehouse must also include the publication revision date and Inventory Control Number on each container.

Mailed Shipments: Pack suitably in mailing containers. Mail shipments must be packed in a manner that will ensure there is no damage to the product during shipping and handling.

Pallets (required for motor freight ship only): Pallets must be type III and must conform to Federal Specifications NN-P-71C, and any amendments thereto except for dimensions and single center stringer. Full entry MUST be on the 40” width. Receipt of incorrect pallets may result in a charge for each incorrect pallet which will be assessed against the contractor. This charge will cover additional costs incurred by CMS to re-palletize the shipment onto correct pallets. Loaded pallets must be machine wrapped with shrinkable or stretchable plastic strong enough to retain the integrity of the pallet during transportation and handling. Do NOT use metal strapping or pallet caps for securing material on pallets. Copies on pallets must be consolidated so that there is no more than one partial pallet per destination.

Pallet preparation and pallet sortation are subject to specific USPS standards. Pallets and related labeling must be prepared in accordance with the current Mailing Standards of the U.S. Postal Service’s current DMM as published at <http://pe.usps.com>. (See Attachment B for CMS Pallet instructions.)

LABELING AND MARKING: Contractor to download GPO Form 905 (R. 7-15) – Labeling and Marking Specifications which can be located on GPO.gov, fill in appropriate blanks, and attach to shipping containers, located to where CMS Warehouse can see on rack system.

Address individual copies for mailing (see “VARIABLE COMPUTERIZED IMAGING (ADDRESSING FOR SELF-MAILERS”).

Contractor to create and affix placards to the pallets according to the content and destination of the mail. At least two (2) clearly visible, white placards must be affixed to two (2) adjacent sides of each pallet. Contractor to label placards bearing Intelligent Mail Barcodes in accordance with the current USPS Mailing Standards.

For shipments to United Systems of Arkansas, Inc., pallets must be 40” x 48”, either stringer or block pallet type. Pallet stack height is a maximum of 56”, including pallet height.

DEPARTMENTAL RANDOM COPIES (BLUE LABEL) Orders must be divided into 200 equal sublots. A random copy must be selected from each subplot. Do not choose copies from the same general area in each subplot. The contractor will be required to certify that copies were selected as directed using GPO Form 917 - Certificate of Selection of Random Copies (located on GPO.gov). The random copies constitute a part of the total quantity ordered, and no additional charge will be allowed.

These randomly selected copies must be packed separately and identified by a special label (GPO Form 2678 - Departmental Random Copies (Blue Label)) that must be printed on blue paper and affixed to each affected container. This form can be downloaded from GPO.gov. The container and its contents shall be recorded separately on all shipping documents and sent in accordance with the distribution list to: CMS, CMS Receiving Clerk, 7500 Security Boulevard, Baltimore, MD 21244-1850.

A copy of the signed Certificate of Selection of Random Copies must accompany the invoice sent to U.S. Government Publishing Office, Financial Management Services, for payment. Failure to furnish the certificate may result in delay in processing the invoice.

QUALITY ASSURANCE RANDOM COPIES: In addition to the Departmental Random Copies (Blue Label), the contractor is required to submit quality assurance random copies to test for compliance against specifications. The purchase order/specifications will indicate the number required, if any. When ordered, the contractor must divide the entire order into equal sublots and select a copy from a different general area of each subplot. The contractor will be required to certify that copies were selected as directed using GPO Form 917 - Certificate of Selection of Random Copies (located on GPO.gov). Copies will be paid for at the running rate offered in the contractor's bid and their cost will not be a consideration for award. A copy of the purchase order/specifications must be included.

Business Reply Mail labels will be furnished for mailing the quality assurance random copies. The copies are to be mailed at the same time as the first scheduled shipment. A U.S. Postal Service approved Certificate of Mailing, identified by Jacket and Purchase Order numbers must be furnished with billing as evidence of mailing.

DISTRIBUTION:

Single copies: Mail f.o.b. contractor’s city approximately 792,709 single copies (self-mailers) via the Government-furnished mailing permit, as specified below. Contractors will be notified of final quantities, as well as the specific books they will be printing, at the postaward meetings. **NOTE: Drop-shipments to USPS’ Destination Network Distribution Center (DNDC) Entry, Destination Sectional Center Facility (DSCF) Entry, Destination Delivery Unit (DDU) Entry, and Destination Flat Sequencing System (DFSS) Entry are required.**

NOTE: The figures specified in the below tables are estimates only based on historical data of past production runs. Exact quantities will not be known until the files are furnished to the contractor during the week of June 25, 2018. The Government reserves the right to increase or decrease by up to 20% the total number of handbooks ordered.

Estimated self-mailer quantities are listed in the table below:

Handbook Name	Publication Number	Self-Mailer Quantity
New Jersey and Puerto Rico (includes Virgin Islands, Atlantic)	10050-1S	680,246
New York City	10050-2S	11,781
Southern Florida	10050-3S	26,211
Illinois	10050-4S	4,553
Texas	10050-5S	19,494
Southern California	10050-6S	27,353
Northern California	10050-7S	8,180
Northern Florida	10050-8S	7,874
Arizona	10050-9S	2,931
Massachusetts	10050-10S	2,342
Pennsylvania	10050-11S	1,744

Bulk Shipments: Ship f.o.b. contractor’s city as specified in the below table.

NOTE: All bulk shipments MUST be shipped prior to the self-mailer quantities.

Handbook Name	Pub. No.	Blue Label Qty	Bulk Shipment Partners*	Bulk Ship: Deposit. Copies	Bulk Ship: GPO Lead	Bulk Ship: LOC	Bulk Ship: CMS WH	Bulk Ship: USA	Total Qty	Bulk Shipment Locations (Partners)
New Jersey Puerto Rico, includes VI, Atlantic Euro	10050-1S	200	9,402	1	1	15	250	250	10,119	44
New York City	10050-2S	125	6,308	1	1	15	250	250	6,950	32
So. Florida	10050-3S	125	5,401	1	1	15	250	250	6,043	25
Illinois	10050-4S	80	3,949	1	1	15	250	250	4,546	53
Texas	10050-5S	125	7,111	1	1	15	250	300	7,803	44
So. California	10050-6S	200	7,656	1	1	15	300	400	8,073	44
No. California	10050-7S	125	6,022	1	1	15	250	250	6,664	50
No. Florida	10050-8S	125	2,549	1	1	15	250	250	3,191	27
Arizona	10050-9S	80	2,750	1	1	15	250	250	3,347	24
Massachusetts	10050-10S	80	1,882	1	1	15	250	250	2,479	33
Pennsylvania	10050-11S	80	1,915	1	1	15	250	250	2,512	42
Totals		1,345	54,445	11	11	165	2,800	2,950	61,727	418

**Bulk Shipments to Medicare Partners: Ship reimbursable small parcel post (reimbursable) via traceable means. Signed receipts required.*

***Bulk Shipment Locations (final) include: Blue Labels, Partners, Depository Copies, GPO Lead, Library of Congress (LOC), CMS Warehouse, and United Systems of Arkansas (USA) Warehouse number of locations.*

Ship f.o.b. contractor’s city (per the above table) via reimbursable small parcel carrier (must be traceable means with signed signature receipt), as specified below:

- 1 copy of each item marked “Depository Copies Item No. 0512-A-39” to: U.S. Government Publishing Office, Federal Depository Library Program, Mail Stop: FDLP, 44 H Street, NW, Loading Dock, Washington, DC 20401. M/F: Depository Copies (Item 0512-A-39)
- 15 copies of each item to: Library of Congress, US/Anglo Division, U.S. Government Documents Section, 101 Independence Avenue, SE, Washington, DC 20540-4274, marked: “Depository File Copies.” NOTE: All shipments to this destination must be via FedEx, UPS, or United States Postal Service (USPS). *Must be full quantity.*
- 1 sample of each item to: United States Government Publishing Office, Agency Publishing Services, DC Team 3, Attn: Mary Newton, Stop: CSAPS, Room C838, 732 North Capitol Street, NW, Washington, DC 20401.
- 80 to 200 Departmental Random Copies (Blue Label) of each item to: CMS Receiving Clerk, CMS, 7500 Security Boulevard, Baltimore, MD 21244-1850, marked: “Hold in the Warehouse for Clint Howard.” *Must be full quantity.*

Ship f.o.b. contractor’s city (via most economical motor freight ship available) approximately 250 to 400 copies of each item to: CMS Receiving Clerk, 7500 Security Boulevard, Baltimore, Maryland 21244. (Telephone (410) 786-2948) The inventory control number (ICN), publication number, and revision date (9/2015) must appear on each carton.

Bulk ship f.o.b. contractor’s city approximately 250 to 750 copies of each item to: United Systems of Arkansas, Inc., Attn: PODFO, 4949 West Bethany Road, Little Rock, AR, 72117. (Telephone (800) 264-0812)

Handbook Name	Publication Number	ICN Number
New Jersey and Puerto Rico (includes Virgin Islands, Atlantic Euro)	10050-1S	006611
New York City	10050-2S	006612
Southern Florida	10050-3S	006613
Illinois	10050-4S	006614
Texas	10050-5S	006615
Southern California	10050-6S	006616
Northern California	10050-7S	006642
Northern Florida	10050-8S	006643
Arizona	10050-9S	902383
Massachusetts	10050-10S	902384
Pennsylvania	10050-11S	904466

Contractor will be reimbursed for all shipping costs by submitting all shipping receipts with billing invoice for payment. *Some deliveries may require inside delivery.*

CMS Delivery Appointment: Receiving hours are Monday through Friday, 7:30 a.m. to 3:30 p.m., on a “first come, first serve” basis (no appointment necessary). The contact number is (410) 786-2948.

United Systems of Arkansas, Inc. Delivery Appointment: Normal receiving hours are 6:00 a.m. to 5:00 p.m., Central Standard Time (CST), Monday through Friday. (No after hours or weekend deliveries are accepted unless pre-approved through shipping/receiving.) No appointments are necessary. Please email Robert Bluejacket at bluejacket@usaimages.net with the delivery date of bulk items.

Cost for transporting the mailed copies to the USPS mailing facility is reimbursable upon receipt of the contractor’s delivery receipts with his billing invoice. Additionally, the contractor is responsible for the mailed copies until the copies have been accepted by an official USPS representative at a physical postal facility, regardless of whether an on-site USPS representative at the contractor’s facility has filled out and signed a PS Form 8125 for those copies.

NOTE: It is the contractor’s responsibility to ensure that all required paper work and the furnished agency mailing indicia is filled out correctly and issued/on file with the appropriate mailing/shipping facilities. Contractor to contact Tina Dickens at (410) 786-3895 with any questions.

MAIL PREPARATION: All items mailed will have a printed CMS Standard Mail “Postage and Fees Paid” Permit (#G-845). The contractor is cautioned to use the permit imprint only for mailing material produced under this contract. The contractor is required to prepare all mail in accordance with appropriate USPS rules and regulations, including the Mailing Standards of the United States Postal Service, DMM (<http://pe.usps.com>) and other USPS procedural publications in effect at time of mailing.

The contractor is required to obtain the maximum USPS postage discounts possible in accordance with the USPS Standard Class mail automated and non-automated mail discount structure in effect at time of mailing, except when any address data enhancement will negatively affect deliverability and/or omit any required address fields.

Contractor shall follow indicia, address, and barcode placement found on the facsimile copies in the “Attachment” section of this document, which is consistent with current USPS Address Quality Standards, and in accordance with appropriate USPS rules and regulations including the Mailing Standards of the United States Postal Service, DMM presently in effect (<http://pe.usps.gov/DMM300/Index>).

The typestyle must be sans serif and consistent with the guidelines in USPS Publication 28, Postal Addressing Standards, (<http://pe.usps.gov/cpim/ftp/pubs/Pub28/pub28.pdf>) and must consist of all upper case characters, comparable to the typestyle and font size illustrated in the “Attachment” section. No contractor alterations to this copy will be permitted without written authorization from CMS and GPO.

In compliance with USPS Mail Preparation and Sortation Regulations, all mail must be: appropriately marked; barcoded if necessary; supported with documentation generated by PAVE-certified software; or, printed in a standardized format to ensure USPS acceptance. Full Service Intelligent Mail Barcode (IMB) barcoding and delivery address placement used for this mailing must comply with the CMS specifications cited and USPS requirements for automation-compatible mail in effect at the time of the mailing. The contractor will be responsible for payment of any additional postage resulting from a loss of a discount due to irresponsible and careless application of USPS mail preparation and sortation standards. Addresses for this mailing come from a Government maintained file.

Mail Processing: The contractor must process the address files by using CASS certified mail processing software to qualify for the most cost efficient Standard/Bulk automation rates available. The contractor must furnish the appropriate, properly filled out forms to the U.S. Post Office. The files must be matched against the postal database to update and correct the ZIP codes, provide ZIP Codes, and provide the data required to print delivery point bar code for each address.

It is incumbent upon the contractor to ensure the maximum postage discount possible is received for this mailing.

Mail Storage/Staging: Mailing must be assembled and stored for eventual turnover to the USPS. Mailing for delivery to all destinations must be turned over to ensure on time delivery to partners and beneficiaries. If truck-trailers (vans) will be needed from the USPS, it is the contractor’s responsibility to schedule an advance planning meeting with the USPS and request these services. However, physical loading is contractor’s responsibility, in conformance with the USPS loading plan. The Government may inspect the storage and staging operations at the contractor’s facilities.

Mailing Statements: Contractor must provide the following to CMS, Attn: Tina Dickens, SLL-12-16, 7500 Security Boulevard, Baltimore, MD 21244-1850. (Method of delivery must require CMS acknowledgment of receipt. See “SCHEDULE” for dates.):

- Copy of Invoice
- USPS Form 3602 R Postage Statement – U.S. Marketing Mail (Standard Mail)
- USPS Form 3607 – Mailing Transaction Receipt
- GPO Form 712’s
- Track/Trace report showing the appointment dates and USPS confirmation numbers
- Copies of all commercial freight bills
- USPS Form 8125’s (Plant Verified Drop-Shipment/Verification/Clearance) signed at recipient destination (NOTE: If the contractor is using eInduction or Seamless Acceptance, the 8125 email confirmation will suffice in the place of the Form 8125.)
- Contractor-prepared ZIP Code Count Listing (format must show 3-digit, 5-digit, and carrier route ZIP Code destinations.)

PLEASE NOTE: These statements must be packaged in an individual container for each item. (See “SCHEDULE” for dates.) These are critical deliverables, and this job is not considered to be complete until all mailing statements are submitted. Contractor will not be paid until all statements are delivered. Contractor must notify the Contract Administrator, Mary Newton, via email (mnewton@gpo.gov) when the mailing statements have been sent out for delivery.

The contractor must supply legible USPS certified copies of all USPS Form 3602R, or similar forms, and GPO Form 712. Facsimile postage statements of USPS Form 3602R, or similar, are acceptable, but must contain data and elements in locations as close as possible to where they appear on the USPS Form. The facsimiles and/or alternate items must include all other information pertaining to the mailing, including the class of mail, postage payment method (e.g., permit imprint) and form number. The facsimile must fully and exactly reproduce the “Certification and USPS Use Only” fields that appear on the USPS form. A postage statement produced by software certified by the USPS Presort Accuracy Validation and Evaluation (PAVE) or Manifest Analysis and Certification (MAC) program is considered a USPS approved form for these standards.

Reimbursement for the actual freight costs will be made from copies of the commercial carrier freight bills that must be submitted with the contractor’s invoice, and each freight bill must show the shipping cost and weight of the shipment. If the contractor utilizes a freight consolidator, payment will be made with the submission of the contractor’s invoices showing actual charges to the contractor. Reimbursed freight costs will not be subject to any prompt payment discounts. Freight charges must not exceed those in the submitted drop-shipment plan, except for allowable fuel surcharges.

Return of Government Furnished Material: All Government furnished materials must be returned to CMS. (See “SCHEDULE” for dates.)

All expenses incidental to picking up and returning furnished materials, submitting proofs, sample copies, invoices, postal receipts, drop-shipment plans, Project Plans, Security Plans, and other materials associated with this contract, must be borne by the contractor. PLEASE NOTE: Any shipments sent to CMS using FedEx must use FedEx containers and boxes.

SCHEDULE: This publication is mandated by the following Congressional legislation and must be met without exception: Balanced Budget Act of 1997, Section 4001, 1851 (d) (2) (A) and (B), and, the Medicare, Prescription Drug, Improvement and Modernization Act of 2003. It is critical that the contractor meets all production and delivery dates.

Submit proofs and drawdowns as soon as the contractor deems necessary in order to comply with the shipping and mailing schedule.

Proofs and drawdowns will be withheld 10 workdays from receipt by CMS until they are made available for pickup by the contractor. (NOTE: The first workday after receipt of proofs and drawdowns is day one of the hold time.)

If revised proofs and/or drawdowns are required due to contractor errors, the revised proofs and/or drawdowns will be withheld an additional 10 workdays until they are made available to the contractor for pickup. This process may be repeated until CMS determines that the proofs and/or drawdowns are satisfactory.

DATE	EVENT
5/3/18	Bid Opening Date
Five workdays after notification of contract award	Deadline for submitting Contractor Project Plans CMS and GPO
After award, when notified	Postaward Meeting
8/22/18	Adobe InDesign files for the covers and fixed signature will be available
TBD by Contractor	Cover Press Inspection
TBD by Contractor	Text Press Inspection
No later than 9/10/18	Contractor receives PDF file for the variable section (sent via email)
TBD by Contractor	Content inspection for variable pages
TBD by Contractor	Binding/Imaging Inspections
9/12/18 – 9/28/18	Mailing of all Bulk Copies and Self-mailers
9/28/18	Last Day for contractor to ship self-mailers from plant (Form 3607 verification)
12/3/18	Deadline for contractor to return all Government furnished materials
12/3/18	Deadline for contractor to submit all required mailing statements

The ship/deliver date indicated on the print order is the date products ordered mailing/shipping f.o.b. contractor’s city must be delivered to the U.S. Postal Service or picked up by small package carrier.

NOTE: In order to meet the scheduled mailing date, all mailed copies must be at the final USPS facility where the copies will be entered into the mail stream. The contractor will not be considered to have met the mailing date simply because an on-site USPS representative at the contractor’s facility has filled out and signed a PS Form 8125 for those copies.

For compliance reporting purposes, the contract or must notify the U.S. Government Publishing Office of the date of shipment or delivery, as applicable. Upon completion of each order, contractor must contact the Shared Support Services Compliance Section via email at compliance@gpo.gov; via telephone at (202) 512-0520; or via facsimile at (202) 512-1364. Personnel receiving email, call, or facsimile will be unable to respond to questions of a technical nature or to transfer any inquiries.

UNDELIVERABLE/RETURNED COPIES: For mailed copies that are determined to be unmailable (prior to entering into the mail stream), or for any bulk deliveries that are returned or are undeliverable, contractor must notify CMS immediately. CMS may direct the contractor to deliver to another address or destroy the copies.

NOTE: During times of natural disasters or national emergencies, the contractor may be required to hold/store copies, pick up mailed/delivered copies, re-mail copies, and/or re-deliver copies to another address.

Contractor may be required to hold/store copies for up to 15 calendar days at no cost to the Government or destroy copies (up to and including 5,000 copies) at no cost to the Government. Contractor will be entitled to financial compensation for copies held/stored longer than 15 calendar days or for a quantity over 5,000 copies to be destroyed. If required, the Contracting Officer will issue a modification.

NOTE: Copies for destruction must be destroyed in accordance with “Disposal of Waste Material” specified under “DATA SECURITY.”

GPO KEY PERSONNEL:

- Contracting Officer: Jamie Fowler, (202) 512-2132, jlfowler@gpo.gov
- Contract Administrator: Mary Newton, (202) 512-2132, mnewton@gpo.gov

CMS KEY PERSONNEL:

- “Medicare & You” Project Manager: Christine Crawford, (410) 786-1887, christine.crawford@cms.hhs.gov
- Printing and Technical Issues: Clinton Howard, (410) 786-1962, clinton.howard@cms.hhs.gov
- Mail File Content and Formatting Issues: Tammy Johnson, (410) 786-6326, tammy.johnson@cms.hhs.gov
- Mailing and Shipping Issues: Tina Dickens, (410) 786-3895, tina.dickens@cms.hhs.gov
- Mailing and Shipping Issues Backup: Cynthia Williams, (410) 786-6071, cynthia.williams@cms.hhs.gov

DETERMINATION OF AWARD

Award will be made to the lowest responsible offerors whose offer the Government has determined to be fair and reasonable by applying the prices listed in the “SCHEDULE OF PRICES” to the following units of production.

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

	(1)	(2)
(a)	1	8,545
(b)	1	8,545
(c)	23	17,342
(d)	4	7,432
(e)	2	250

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SCHEDULE OF PRICES

Prices offered shall include the cost of all required materials and operations for each item listed necessary for the complete production and distribution of the product listed in accordance with these specifications. Prices for additional quantities must be based on a continuing run, exclusive of all basic or preliminary charges and will not be a factor for determination of award.

The bidder must make an entry in each of the spaces provided.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production 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.

When applicable, fractional parts of 100 will be prorated at the per-100 rate.

The number of text pages stated herein are estimates only and may increase or decrease for any one or all of the items at the time the final PDF files for the variable pages are made available to the printer. In the event text page count changes do occur, the contractor will not be allowed any additional production time, nor will a surcharge be permitted to any of the line item bid prices submitted (See “ALLOWABLE CHARGES” specified herein).

Transportation charges are not a factor in determining award. However, bidder must state in the bid, the location (city and state) of the plant(s) (including plant-specific GPO Contractor Codes) from which this product will be shipped with approximate quantities for each plant. If shipment is not made from this location, contractor may be responsible for any additional shipping costs incurred. The bidder must also provide the name and location (city and state) of any subcontractors that will be used.

ALLOWABLE CHARGES: Charges will be allowed only on the basis of that combination of one basic section plus or minus such other signatures as may be required which proves to be the most economically beneficial to the Federal Government, based on the prices submitted with the contractor’s bid. **EXCEPTION:** Unless otherwise specified, no more than three blank pages will be permitted at the end of the text.

In all cases, billing invoices presented to the GPO must reflect the most economical method (to the Federal Government) of production at the prices offered. Fractional parts of 100 will be prorated at the per-100 rate.

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

	<u>Makeready and/or Setup</u> (1)	<u>Running Per 100 Copies</u> (2)
(a) Complete Coverper cover.....	\$ _____	\$ _____
(b) Basic 128-Page Section..... per section.....	\$ _____	\$ _____
(c) 16-Page Signatureper signature.....	\$ _____	\$ _____
(d) 8-Page Signatureper signature.....	\$ _____	\$ _____
(e) 4-Page Signatureper signature.....	\$ _____	\$ _____

(Initials)

SHIPPING LOCATIONS:

Shipping From: _____ Approximate Quantity From This Location: _____

Shipping From: _____ Approximate Quantity From This Location: _____

Shipping From: _____ Approximate Quantity From This Location: _____

Shipping From: _____ Approximate Quantity From This Location: _____

Shipping From: _____ Approximate Quantity From This Location: _____

SUBCONTRACTORS:

Name: _____ Role: _____ City and State: _____

Name: _____ Role: _____ City and State: _____

Name: _____ Role: _____ City and State: _____

Name: _____ Role: _____ City and State: _____

Name: _____ Role: _____ City and State: _____

(Initials)

DISCOUNTS: Discounts are offered for payment as follows: _____ Percent, _____ calendar days. See Article 12 “Discounts” of Solicitation 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 points(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)

(At less than 100%)

U.S. DEPARTMENT OF
HEALTH AND HUMAN SERVICES

Centers for Medicare & Medicaid Services
7500 Security Boulevard
Baltimore, Maryland 21244-1850

Official Business
Penalty for Private Use, \$300

CMS Product No. 10050
September 2013

PRESRT STD
POSTAGE & FEES
PAID CMS
PERMIT NO. G-845



**JOHN BENEFICIARY
7500 SECURITY BOULEVARD
BALTIMORE MD 21244-1850**

This handbook has special information for Alaska and Hawaii (includes Pacific Territories and Pacific Military).

SHIP for Alaska—Medicare Information Office	1-800-478-6065
SHIP for Guam—Guam Medicare Assistance Program (Guam MAP)	1-671-735-7388
SHIP for Hawaii—Sage PLUS	1-888-875-9229

- Also available in Spanish and alternate formats, including Braille, CD, and Large Print (Standard 18-point font in English and Spanish).
- Moving? Call Social Security at 1-800-772-1213. TTY users should call 1-800-325-0778. If you get RRB benefits, contact the RRB at 1-877-772-5772.

¿Necesita usted una copia de este manual en Español?
Llame al 1-800-MEDICARE (1-800-633-4227).
Los usuarios de TTY deberán llamar al 1-877-486-2048.

If you need help in a language other than English or Spanish, call 1-800-MEDICARE and say “Agent.” Then tell the customer service representative the language you speak, so you can get free translation services.



www.medicare.gov
1-800-MEDICARE (1-800-633-4227)
TTY 1-877-486-2048



10% recycled paper

Please note that furnished addresses can be up to eight lines of address information, and it is possible for the address block to use ten lines of data, including bar codes.

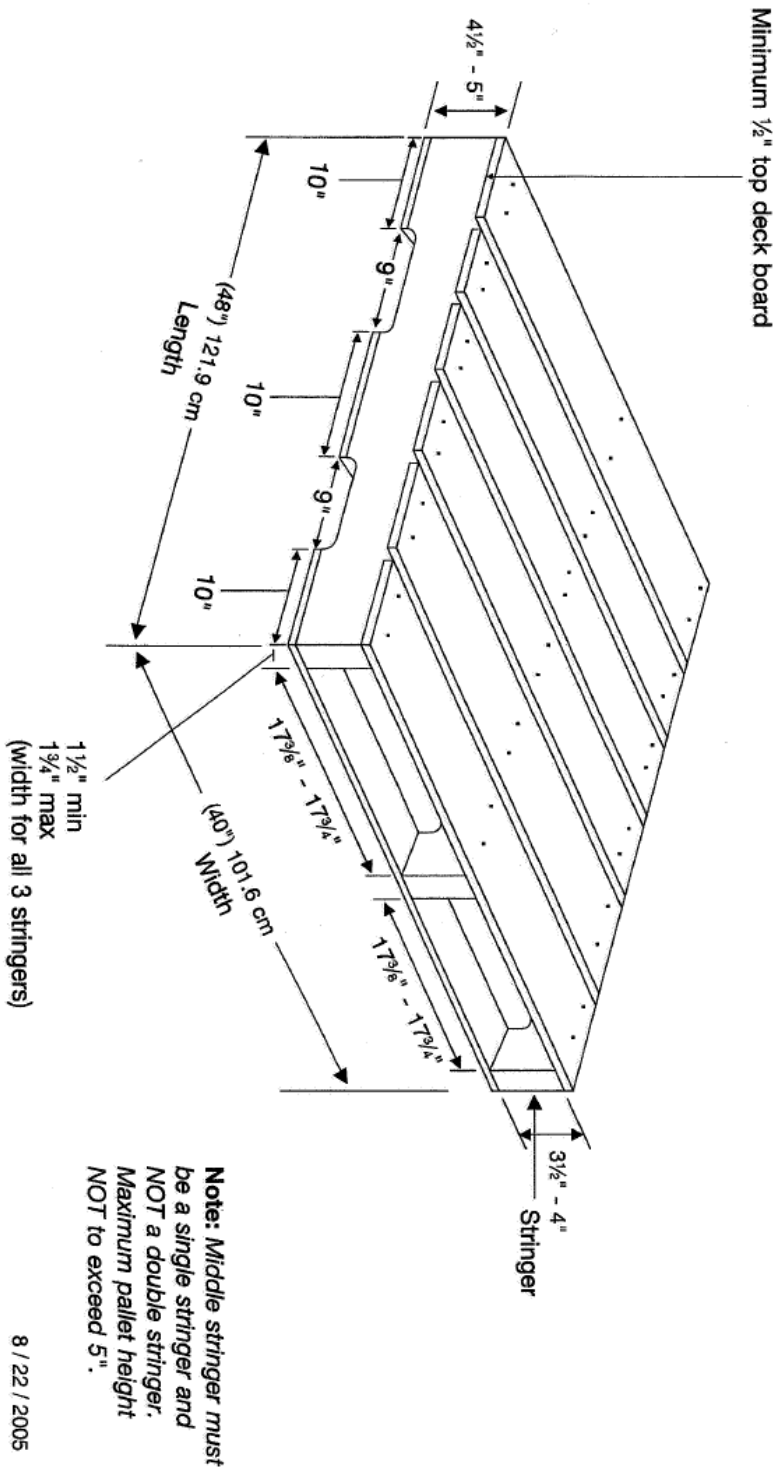
JANE BENEFICIARY
JOE BENEFICIARY
MAILSTOP SL-12-16
SOUTH BUILDING
7500 SECURITY BOULEVARD
BALTIMORE, MD 21244-1850

JANE BENEFICIARY
JOE BENEFICIARY
MAILSTOP SL-12-16
SOUTH BUILDING
DIVISION OF PUBLICATIONS
7500 SECURITY BOULEVARD
BALTIMORE, MD 21244-1850

JANE BENEFICIARY
JOE BENEFICIARY
BUILDING ENGINEERS
MAILSTOP SL-12-16
ADMINISTRATIVE SERVICES GROUP
SOUTH BUILDING
7500 SECURITY BOULEVARD
BALTIMORE, MD 21244-1850

SINGLE CENTER STRINGER PALLET FOR CMS BULK SHIPMENTS

CMS Pallet Specifications





U.S. GOVERNMENT PUBLISHING OFFICE
Keeping America Informed | OFFICIAL | DIGITAL | SECURE

Medicare and You 2019, Jacket _____
Quality Assurance Press Pulls

Dear Contractor:

As indicated in the contract specifications, you are required to provide Random Press Sheet Quality Pulls on this order.

The sheets are to be selected during the run every 20 minutes for all streams being produced. The sheets must be machine time-stamped and signed by the press operator.

At the end of each shift, the samples are to be stored, along with the completed Certificate of Selection form signed by the shift foreman until requested by the inspector.

Sincerely,

A handwritten signature in black ink that reads "Jamie L. Fowler".

Jamie L. Fowler
Contracting
Officer

U.S. GOVERNMENT PUBLISHING OFFICE

CERTIFICATE OF SELECTION

OF

RANDOM PRESS SHEET PULLS PER SHIFT

SHIFT START TIME STAMP HERE

SHIFT START TIME STAMP HERE

I hereby certify that these random press sheets produced for Medicare & You, Jacket _____, have been selected in accordance with the contract specifications by _____.

(Name of Plant and Shift)

I understand that these random press sheets will be inspected for quality and content according to the contract specifications.

The penalty for making false statements to the U.S. Government is prescribed in 18 U.S.C. 1001.

(Signature of Pressroom Shift Foreman) *(Date)*

(Printed Name of Pressroom Shift Foreman)

Instructions:

- The contractor must make a press sheet quality pull every 20 minutes, for all streams being produced, according to the contract specifications.
- **The sheets must be time stamped by machine (or hand) and signed by the employee inspecting the sheets.**
- Signed and stamped press pulls, along with this signed certificate, must be filed and released to the inspector upon request.
- All time stamps must be on the face of this form in the spaced allotted and be legible.

EXHIBIT 1
CMS Clause-11
CMS Information Security
Date: April 2008
Page 1 of 2

This clause applies to all organizations which possess or use Federal information, or which operate, use or have access to Federal information systems (whether automated or manual), on behalf of CMS.

The central tenet of the CMS Information Security (IS) Program is that all CMS information and information systems shall be protected from unauthorized access, disclosure, duplication, modification, diversion, destruction, loss, misuse, or theft—whether accidental or intentional. The security safeguards to provide this protection shall be risk-based and business-driven with implementation achieved through a multi-layered security structure. All information access shall be limited based on a least-privilege approach and a need-to-know basis, i.e., authorized user access is only to information necessary in the performance of required tasks. Most of CMS' information relates to the health care provided to the nation's Medicare and Medicaid beneficiaries, and as such, has access restrictions as required under legislative and regulatory mandates.

The CMS IS Program has a two-fold purpose:

- (1) To enable CMS' business processes to function in an environment with commensurate security protections, and
- (2) To meet the security requirements of federal laws, regulations, and directives.

The principal legislation for the CMS IS Program is Public Law (P.L.) 107-347, Title III, *Federal Information Security Management Act of 2002 (FISMA)*, <http://csrc.nist.gov/drivers/documents/FISMA-final.pdf>. FISMA places responsibility and accountability for IS at all levels within federal agencies as well as those entities acting on their behalf. FISMA directs Office of Management and Budget (OMB) through the Department of Commerce, National Institute of Standards and Technology (NIST), to establish the standards and guidelines for federal agencies in implementing FISMA and managing cost-effective programs to protect their information and information systems. As a contractor acting on behalf of CMS, this legislation requires that **the Contractor shall**:

- Establish senior management level responsibility for IS,
- Define key IS roles and responsibilities within their organization,
- Comply with a minimum set of controls established for protecting all Federal information, and
- Act in accordance with CMS reporting rules and procedures for IS.

Additionally, the following laws, regulations and directives and any revisions or replacements of same have IS implications and are applicable to all CMS contractors.

- P.L. 93-579, *The Privacy Act of 1974*, <http://www.usdoj.gov/oip/privstat.htm>, (as amended);
- P.L. 99-474, *Computer Fraud & Abuse Act of 1986*, www.usdoj.gov/criminal/cybercrime/ccmanual/01ccma.pdf P.L. 104-13,

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Paperwork Reduction Act of 1978, as amended in 1995, U.S. Code 44 Chapter 35, www.archives.gov/federal-register/laws/paperwork-reduction;

- P.L. 104-208, *Clinger-Cohen Act of 1996* (formerly known as the Information Technology Management Reform Act), http://www.cio.gov/Documents/it_management_reform_act_Feb_1996.html;
- P.L. 104-191, *Health Insurance Portability and Accountability Act of 1996* (formerly known as the Kennedy-Kassenbaum Act) <http://aspe.hhs.gov/admsimp/pl104191.htm>;
- OMB Circular No. A-123, *Management's Responsibility for Internal Control*, December 21, 2004, http://www.whitehouse.gov/omb/circulars/a123/a123_rev.html;
- OMB Circular A-130, *Management of Federal Information Resources*, Transmittal 4, November 30, 2000, <http://www.whitehouse.gov/omb/circulars/a130/a130trans4.html>;
- NIST standards and guidance, <http://csrc.nist.gov/>; and,
- Department of Health and Human Services (DHHS) regulations, policies, standards and guidance <http://www.hhs.gov/policies/index.html>

These laws and regulations provide the structure for CMS to implement and manage a cost-effective IS program to protect its information and information systems. Therefore, **the Contractor shall** monitor and adhere to all IT policies, standards, procedures, directives, templates, and guidelines that govern the CMS IS Program, <http://www.cms.hhs.gov/informationsecurity> and the CMS System Lifecycle Framework, <http://www.cms.hhs.gov/SystemLifecycleFramework>.

The Contractor shall comply with the CMS IS Program requirements by performing, but not limited to, the following:

- Implement their own IS program that adheres to CMS IS policies, standards, procedures, and guidelines, as well as industry best practices;
- Participate and fully cooperate with CMS IS audits, reviews, evaluations, tests, and assessments of contractor systems, processes, and facilities;
- Provide upon request results from any other audits, reviews, evaluations, tests and/or assessments that involve CMS information or information systems;
- Report and process corrective actions for all findings, regardless of the source, in accordance with CMS procedures;
- Document its compliance with CMS security requirements and maintain such documentation in the systems security profile;
- Prepare and submit in accordance with CMS procedures, an incident report to CMS of any suspected or confirmed incidents that may impact CMS information or information systems; and
- Participate in CMS IT information conferences as directed by CMS.

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CMS SPECIFIC PROVISIONS FOR ALL NEW SOLICITATIONS AND CONTRACTS:

Security Clause -Background - Investigations for Contractor Personnel

If applicable, Contractor personnel performing services for CMS under this contract, task order or delivery order shall be required to undergo a background investigation. CMS will initiate and pay for any required background investigation(s).

After contract award, the CMS Project Officer (PO) and the Security and Emergency Management Group (SEMG), with the assistance of the Contractor, shall perform a position-sensitivity analysis based on the duties contractor personnel shall perform on the contract, task order or delivery order. The results of the position-sensitivity analysis will determine first, whether the provisions of this clause are applicable to the contract and second, if applicable, determine each position's sensitivity level (i.e., high risk, moderate risk or low risk) and dictate the appropriate level of background investigation to be processed. Investigative packages may contain the following forms:

1. SF-85, Questionnaire for Non-Sensitive Positions, 09/1995
2. SF-85P, Questionnaire for Public Trust Positions, 09/1995
3. OF-612, Optional Application for Federal Employment, 12/2002
4. OF-306, Declaration for Federal Employment, 01/2001
5. Credit Report Release Form
6. FD-258, Fingerprint Card, 5/99, and
7. CMS-730A, Request for Physical Access to CMS Facilities (NON-CMS ONLY), 11/2003.

The Contractor personnel shall be required to undergo a background investigation commensurate with one of these position-sensitivity levels:

1) High Risk (Level 6)

Public Trust positions that would have a potential for exceptionally serious impact on the integrity and efficiency of the service. This would include computer security of a major automated information system (AIS). This includes positions in which the incumbent's actions or inaction could diminish public confidence in the integrity, efficiency, or effectiveness of assigned government activities, whether or not actual damage occurs, particularly if duties are especially critical to the agency or program mission with a broad scope of responsibility and authority.

Major responsibilities that would require this level include:

- a. development and administration of CMS computer security programs, including direction and control of risk analysis and/or threat assessment;

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- b. significant involvement in mission-critical systems;
- c. preparation or approval of data for input into a system which does not necessarily involve personal access to the system but with relatively high risk of causing grave damage or realizing significant personal gain;
- d. other responsibilities that involve relatively high risk of causing damage or realizing personal gain;
- e. policy implementation;
- f. higher level management duties/assignments or major program responsibility; or
- g. independent spokespersons or non-management position with authority for independent action.

2) Moderate Risk (Level 5)

Level 5 Public Trust positions include those involving policymaking, major program responsibility, and law enforcement duties that are associated with a “Moderate Risk.” Also included are those positions involving access to or control of unclassified sensitive, proprietary information, or financial records, and those with similar duties through which the incumbent can realize a significant personal gain or cause serious damage to the program or Department. Responsibilities that would require this level include:

- a. the direction, planning, design, operation, or maintenance of a computer system and whose work is technically reviewed by a higher authority at the High Risk level to ensure the integrity of the system;
- b. systems design, operation, testing, maintenance, and/or monitoring that are carried out under the technical review of a higher authority at the High Risk level;
- c. access to and/or processing of information requiring protection under the Privacy Act of 1974;
- d. assists in policy development and implementation;
- e. mid-level management duties/assignments;
- f. any position with responsibility for independent or semi-independent action; or
- g. delivery of service positions that demand public confidence or trust.

3) Low Risk (Level 1)

Positions having the potential for limited interaction with the agency or program mission, so the potential for impact on the integrity and efficiency of the service is small. This includes computer security impact on AIS.

The Contractor shall submit the investigative package(s) to SEMG within three (3) days after being advised by the SEMG of the need to submit packages. Investigative packages shall be submitted to the following address:

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Centers for Medicare & Medicaid Services
Office of Operations Management
Security and Emergency Management Group
Mail Stop SL-13-15
7500 Security Boulevard
Baltimore, Maryland 21244-1850

The Contractor shall submit a copy of the transmittal letter to the Contracting Officer (CO).

Contractor personnel shall submit a CMS-730A (Request for Badge) to the SEMG (see attachment in Section J). The Contractor and the PO shall obtain all necessary signatures on the CMS-730A prior to any Contractor employee arriving for fingerprinting and badge processing.

The Contractor must appoint a Security Investigation Liaison as a point of contact to resolve any issues of inaccurate or incomplete form(s). Where personal information is involved, SEMG may need to contact the contractor employee directly. The Security Investigation Liaison may be required to facilitate such contact.

SEMG will fingerprint contractor personnel and send their completed investigative package to the Office of Personnel Management (OPM). OPM will conduct the background investigation. Badges will not be provided by SEMG until acceptable finger print results are received; until then the contractor employee will be considered an escorted visitor. The Contractor remains fully responsible for ensuring contract, task order or delivery order performance pending completion of background investigations of contractor personnel.

SEMG shall provide written notification to the CO with a copy to the PO of all suitability decisions. The PO shall then notify the Contractor in writing of the approval of the Contractor's employee(s), at that time the Contractor's employee(s) will receive a permanent identification badge. Contractor personnel who the SEMG determines to be ineligible may be required to cease working on the contract immediately.

The Contractor shall report immediately in writing to SEMG with copies to the CO and the PO, any adverse information regarding any of its employees that may impact their ability to perform under this contract, task order or delivery order. Reports should be based on reliable and substantiated information, not on rumor or innuendo. The report shall include the contractor employee's name and social security number, along with the adverse information being reported.

Contractor personnel shall be provided an opportunity to explain or refute unfavorable information found in an investigation to SEMG before an adverse adjudication is made. Contractor personnel may request, in writing, a copy of their own investigative results by contacting:

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Office of Personnel Management
Freedom of Information
Federal Investigations Processing Center
PO Box 618
Boyers, PA 16018-0618.

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, task order, or delivery order within one (1) year from the date the background investigation was initiated by CMS, then the Contractor may be required to reimburse CMS for the full cost of the investigation. 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

The Contractor must immediately provide written notification to SEMG (with copies to the CO and the PO) of all terminations or resignations of Contractor personnel working on this contract, task order or delivery order. The Contractor must also notify SEMG (with copies to the CO and the PO) when a Contractor's employee is no longer working on this contract, task order or delivery order.

At the conclusion of the contract, task order or delivery order and at the time when a contractor employee is no longer working on the contract, task order or delivery order due to termination or resignation, all CMS-issued parking permits, identification badges, access cards, and/or keys must be promptly returned to SEMG. Contractor personnel who do not return their government-issued parking permits, identification badges, access cards, and/or keys within 48 hours of the last day of authorized access shall be permanently barred from the CMS complex and subject to fines and penalties authorized by applicable federal and State laws.

Work Performed Outside the United States and its Territories

The contractor, and its subcontractors, shall not perform any activities under this contract at a location outside of the United States, including the transmission of data or other information outside the United States, without the prior written approval of the Contracting Officer. The factors that the Contracting Officer will consider in making a decision to authorize the performance of work outside the United States include, but are not limited to the following:

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1. All contract terms regarding system security
2. All contract terms regarding the confidentiality and privacy requirements for information and data protection
3. All contract terms that are otherwise relevant, including the provisions of the statement of work
4. Corporate compliance
5. All laws and regulations applicable to the performance of work outside the United States
6. The best interest of the United States

In requesting the Contracting Officer's authorization to perform work outside the United States, the contractor must demonstrate that the performance of the work outside the United States satisfies all of the above factors. If, in the Contracting Officer's judgment, the above factors are not fully satisfied, the performance of work outside the United States will not be authorized. Any approval to employ or outsource work outside of the United States must have the concurrence of the CMS SEMG Director or designee.

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CMS Security Clause 09A-01 is a mandatory clause required in all CMS contracts that require background investigations. This Frequently Asked Questions (FAQ) Supplement provides additional information specific to CMS print/mail contracts.

Acronyms

CMS – Centers for Medicare & Medicaid Services, Department of Health and Human Services
OMB – Office of Management and Budget, Executive Office of the President
OPM – United States Office of Personnel Management
PO – CMS Project Officer
PS – CMS Printing Specialist
PSC -- Program Support Center, Department of Health and Human Services
PII – Personally Identifiable Information (i.e. beneficiary name and address)
PIV – Personal Identity Verification
SEMG – CMS Security & Emergency Management Group

Who must apply for and receive a background investigation?

Contractor personnel with access to CMS' beneficiary PII under this contract *may be* required to undergo a background investigation. At a minimum, the two applicants for access to the Gentran mailbox *must* undergo a background investigation anticipated to be at a Public Trust Level 5. Depending on the outcome of the Preaward Security Survey and/or discussion at the Postaward Conference, additional contractor employees and/or subcontractors may be required to undergo background investigations. It is possible that everyone with access to the data processing and production areas, including janitors and maintenance technicians, must undergo a background investigation. SEMG and the PO will make this determination at the Postaward Conference.

Will production employees working on a different production line in the same room be subject to a CMS investigation? Even if they aren't working on a CMS job?

That will be determined by SEMG and the PO at the Postaward Conference. Depending on the sensitivity of the CMS job, it may be necessary to perform a background investigation on everyone with access to all work areas that contain CMS PII during performance of this contract. However, if the production line running the CMS job has limited and controlled access from other production lines, then workers outside of this area would not be subject to a CMS investigation.

What is a Security Investigation Liaison?

The contractor must appoint a Security Investigation Liaison to handle confidential personnel issues that may arise at any point during the background investigation process, and to serve as a point of contact to the Government for background investigation issues. The Liaison's duties will include attending the Postaward Conference, submitting background applications timely, and resolving any issues of inaccurate or incomplete data supplied by background investigation applicants. Where personal information is involved, SEMG may need to contact the background investigation applicant directly. The Security Investigation Liaison may be required to facilitate such contact. It is up to the contractor to decide if this should be the same or a different person who handles technical issues.

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Where may I find copies of the forms listed in CMS Security Clause 09A-01?

Forms SF-85, SF-85P, OF-612, and OF-306 can be found on: www.forms.gov. However, applicants may not actually fill out these forms. These forms are listed for the similar data to be collected through "e-QIP" an online background investigation application process; more about that later in this FAQ.

The Credit Report Release Form and the FD-258 Fingerprint Card will be provided if deemed applicable at the Postaward Conference.

Form CMS-730A is provided as an attachment to this contract, contractor may reproduce as necessary at no cost to the Government. Contractor must submit a completed CMS-730A for each background investigation applicant to the PS within 5 workdays after notification by the PS. Original signatures are required on this form; therefore, photocopied signatures or fax transmission is not acceptable.

The Contractor is also required to submit a PIV Spreadsheet listing all background investigation applicants. This Microsoft Excel spreadsheet will be provided to the contractor by the PS after the Postaward Conference. The PIV Spreadsheet collects the following information for each background investigation applicant: SSN, Last Name, First Name, Middle Name, Suffix, Birth Date, City of Birth, County of Birth, Country of Birth, E-mail Address, Home Phone, Previous Federal Government Background Investigations Performed, and Contracting Firm.

Send completed forms to the PS; not to the SEMG address listed on page 3 of the attached CMS Clause-09A-01. As soon as the completed forms are prepared for shipment, the contractor must e-mail transmittal information (carrier, tracking numbers, estimated time of arrival at CMS) to the PS. Email addresses will be provided at the Postaward Conference.

What is "e-QIP"?

E-QIP is a secure internet website sponsored by OPM for submission of background investigation application information. After receipt of the properly completed CMS-730A forms and PIV spreadsheet, SEMG will notify Contractor's Security Liaison that background investigation applicants are invited to enter "e-QIP". Background investigation applicants will have a 14 calendar day window to complete the e-QIP online submission. The information requested in e-QIP is similar to Forms SF-85 and SF-85P. OMB has estimated the time to complete the e-QIP application takes an average of 120 minutes. At time of e-QIP invitation notification, SEMG will also notify the Security Liaison if paper copies of Forms OF-612 and OF-306 must also be submitted by the applicants within the same 14 day window. Potential bidders may find additional information about e-QIP on the internet at: <http://www.opm.gov/e-qip/>.

Why do I have to fill out a "Request for Physical Access to CMS Facilities" form?

While it is not anticipated that any contractor personnel will need physical access to CMS property, Form CMS-730A is also used to authorize CMS to perform a background investigation and to certify receipt of Privacy Act information by the applicant. Failure to provide a completed Form CMS-730A will cause a denial of access to CMS computer systems.

Why do I have to travel to CMS Central Office for fingerprinting?

CMS prefers to process electronic fingerprints generated in CMS or PSC offices. Electronic fingerprinting services are available at no cost at the CMS Central Office in Baltimore, and for a

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fee at each of the regional PSC offices. PSC offices are located in downtown Federal buildings in the following cities: Boston, New York City, Philadelphia, Atlanta, Chicago, Dallas, Kansas City, Denver, San Francisco, and Seattle. Information regarding PSC locations, hours, fees, and procedures may be obtained by emailing: security@psc.hhs.gov.

If the contractor is unable to go to the above locations for electronic fingerprints, CMS will allow the contractor to obtain ink fingerprints (non-electronic) from their local police department. **Two sets** of ink fingerprints on FD-258 hard cards must be submitted to CMS directly from the police department. CMS will supply the contractor with blank FD-258 hard cards and a self addressed, stamped Priority Mail envelope for the contractor to give the police department for return of the fingerprint cards to CMS.

At the Postaward Conference, the contractor must be prepared to discuss where fingerprints will be obtained.

A number of my employees have undergone background checks by another Federal agency. Do they have to repeat the process for CMS?

That will be decided by SEMG and the PO at the Postaward Conference. If the employee performs a duty that requires a background investigation, and they have had a background investigation successfully performed by another Federal entity within the last year, then they may not have to repeat the entire process. That employee will still have to submit a CMS-730A and be listed on a PIV spreadsheet.

What happens if I don't report terminations, resignations, or adverse information of cleared people? If I do, you are going to charge me up to \$2,900 for the cost of the investigation.

The person assigned the User ID, and the contractor's company, remains responsible for all data collected via the Gentran mailbox. Failure to report terminations and resignations could result in this contract being terminated for default.

Reporting of adverse information will be investigated by SEMG and handled appropriately considering the nature of the adverse information. It is possible the User ID may be terminated immediately and the contractor may have to initiate clearance for another employee.

Is the investigation good for the entire term of the contract, including all option years?

Access to the Gentran mailbox must be renewed annually or the User ID will be revoked. The CMS-730A and PIV spreadsheet must also be submitted annually. Fingerprinting and entering data into e-QIP should only occur once unless there are changes to the employee's record that necessitate updates.

Is it possible that I can perform work outside the United States and its Territories?

No, not on contracts for CMS print/mail requirements.



DEPARTMENT OF HEALTH AND HUMAN SERVICES
**DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS)
 IDENTIFICATION (ID) BADGE REQUEST**

(Other Federal Departments may call this type of ID badge a Personal Identity Verification [PIV] card)

APPLICANT INSTRUCTIONS FOR COMPLETING FORM HHS-745, "HHS ID BADGE REQUEST"

Section A collects identifying information about Applicants needed to issue an HHS ID Badge. In some Federal agencies, Sponsors or other authorized officials will complete this section for Applicants. If you are an Applicant and are asked to complete Section A, follow the instructions below. During the ID Badge issuing process, you also will be asked to complete Section F.

Clearly print all information except for your signature.

SECTION A

1. Check the appropriate box to indicate why a new HHS ID Badge is being issued. If you check "Other," please indicate the reason in the space provided.
2. Enter your full legal name on the first line. If you have used other name(s), enter these names on the "Other Name(s) Used" line.
3. Enter your date of birth in mm/dd/yyyy format.
4. Enter your place of birth (city and state if born in the U.S. or city and country if foreign born).
5. Enter your Social Security Number (xxx-xx-xxxx).
6. Check whether you are a U.S. citizen. If you are not a U.S. citizen, enter the country where you are a citizen.
7. Enter your position title (include series and grade level).
8. Enter where you will be working. This could include the center, office, group, division, or institute. If you are a contractor Applicant, enter the organizational chain for the COTR's or Project Officer's division.
9. Enter the physical location (building and office) of your office, work area, or contract office.
10. Enter your work telephone number. If none, then list Contract Officer's, COTR's, or Project Officer's telephone number.
11. Enter your email address.

Contractors and others employed outside the Federal government, complete items 12 through 14.

12. Enter your company's name.
13. Enter your company's address.
14. Enter your company's telephone number.

All Applicants complete items 15 and 16.

15. Sign to authorize HHS to conduct the identity proofing/verification process and to certify that you understand that actions may be taken against you if you provide false information on this form.
16. Enter the date you signed.

SECTIONS B, C, D, AND E WILL BE COMPLETED BY HHS.

SECTION F

You will be given a copy of the Privacy Act Statement for this HHS ID Badge Request form and HHS ID Badge Rules.

72. Sign your name to certify that you have read and understand the Privacy Act Statement and HHS ID Badge Rules and that you agree to follow the HHS ID Badge rules.
73. Enter the date of your signature.

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS)
IDENTIFICATION (ID) BADGE REQUEST

(Other Federal Departments may call this type of ID badge a Personal Identity Verification [PIV] card)

HHS ID BADGE ISSUING FACILITY IDENTIFICATION NUMBER:

Privacy Act Statement: The information on this form is collected by the Department of Health and Human Services (HHS) to issue you an identification badge called the HHS ID Badge. The purpose of the ID Badge is to help ensure the safety and security of government buildings, the people who work in them, and government computer systems. When you use your ID Badge an ID Badge system will verify that you are authorized to use government facilities. The system also will track and control the ID Badges that are issued. The authority to collect this information is 5 U.S.C. § 301; Presidential Memorandum on Upgrading Security at Federal Facilities, June 28, 1995; and Homeland Security Presidential Directive 12, August 27, 2004. The authority to request your Social Security number is Executive Order 9397. The disclosure of your Social Security number is voluntary, but it will assist in verifying your identity to process this application. The information on this form may be disclosed only with your written consent, except where permitted by the Privacy Act. The disclosures permitted by the Privacy Act include disclosure to: the Department of Justice, a court, or other government officials when the records are relevant and necessary to a law suit; the appropriate public authority (Federal, foreign, State, local, tribal, or otherwise) to enforce, investigate, or prosecute, when a record indicates a violation of law or regulation; a Member of Congress or congressional staff member at your written request; the National Archives and Records Administration for records management inspections; authorized Federal contractors, grantees, or volunteers who need access to the records to do agency work and who have agreed to comply with the Privacy Act; any source that has records an agency needs to decide whether to retain an employee, continue a security clearance, or agree to a contract, grant, license or benefit; Federal, State, or local agencies, entities, individuals, or foreign governments to enable an intelligence agency to carry out its responsibilities; the Office of Management and Budget to evaluate private relief legislation; and to other Federal agencies to notify them when your ID Badge is no longer valid. If you do not provide all of the requested information, we may deny you an ID Badge. Without an ID Badge, you will not have access to certain Federal facilities or systems. If using an ID Badge is a condition of your employment, not providing the information may prevent you from being able to work.

A. Applicant Information (To be completed by Applicant, Sponsor, or Authorized Official)

1. REASON FOR ISSUANCE					
<input type="checkbox"/> New Application		<input type="checkbox"/> Renewal		<input type="checkbox"/> Lost	
<input type="checkbox"/> Stolen		<input type="checkbox"/> Damaged		<input type="checkbox"/> Expired	
<input type="checkbox"/> Other (specify): _____					
2. NAME (Last, First, Middle)				OTHER NAME(S) USED	
3. DATE OF BIRTH (mm/dd/yyyy)		4. PLACE OF BIRTH		State or Province	
		City		Country	
5. SOCIAL SECURITY NUMBER (xxx-xx-xxxx)			6. U.S. CITIZEN		
			<input type="checkbox"/> Yes <input type="checkbox"/> No (specify citizenship): _____		
7. POSITION TITLE				8. AGENCY / DIVISION	
9. BUILDING / OFFICE ADDRESS				10. WORK PHONE	
				11. EMAIL	

For Contractors, complete lines 12 through 14

12. ORGANIZATION / COMPANY NAME		13. ADDRESS OF ORGANIZATION / COMPANY
14. TELEPHONE OF ORGANIZATION / COMPANY		

To be completed by Applicant

I hereby authorize the release of information in this application to appropriate Federal agencies for the purposes of processing this application and verifying my identity. I also acknowledge that if I knowingly provide or assist in the provision of false information or non-verifiable information, and/or I purposely omit information, it could result in loss of access to HHS facilities and IT systems and in disciplinary action including removal from Federal service or a Federal contract, and I may be subject to prosecution under applicable Federal criminal and civil statutes.

15. APPLICANT SIGNATURE	16. DATE (mm/dd/yyyy)
-------------------------	-----------------------

APPLICANT NAME:

B. HHS ID BADGE REQUEST *(To be completed by Sponsor, after Section A has been completed)*

17. ID BADGE TYPE *(choose ALL that apply)*

- Foreign National
 HHS Employee
 Other Federal Employee: _____
 Contractor
 Organizational Affiliate: _____

18. EMERGENCY RESPONDER

- Yes
 No

19. POSITION SENSITIVITY LEVEL

- Non-Sensitive (1)
 National Security/Top Secret - SCI (4)
 National Security/Secret or Confidential (2)
 Public Trust/Moderate Risk (5)
 National Security/Top Secret (3)
 Public Trust/High Risk (6)

20. ID BADGE EXPIRATION DATE *(mm/dd/yyyy)*

For Contractors, complete lines 21 through 27

PROJECT OFFICER INFORMATION *(if not Sponsor)*

21. NAME <i>(Last, First, Middle)</i>	
22. CENTER/OFFICE/GROUP/DIVISION	
23. POSITION TITLE	
24. WORK PHONE	25. EMAIL
<i>I certify that the above Applicant will be participating on the contract identified on this form.</i>	
26. PROJECT OFFICER SIGNATURE	
27. DATE <i>(mm/dd/yyyy)</i>	

SPONSOR INFORMATION

28. NAME <i>(Last, First, Middle)</i>	
29. SPONSOR ID NUMBER <i>(or complete lines 30-33)</i>	
30. AGENCY/DIVISION	
31. POSITION TITLE	
32. WORK PHONE	33. EMAIL
<i>For Contractors, complete lines 34 - 36</i>	
34. APPLICANT CONTRACT NO.	
35. CONTRACT START <i>(mm/dd/yyyy)</i>	36. CONTRACT EXPIRATION <i>(mm/dd/yyyy)</i>

I agree to sponsor the above Applicant for an HHS ID Badge and certify that the information provided in Sections A and B are complete and accurate to the best of my knowledge. I hereby acknowledge that if I knowingly provide or assist in the provision of false information, non-verifiable information, and/or I purposely omit information, I may be subject to disciplinary action up to and including removal from the Federal service and I may be subject to prosecution under applicable Federal criminal and civil statutes.

37. SPONSOR SIGNATURE

38. DATE *(mm/dd/yyyy)*

C. IDENTITY PROOFING *(To be completed by Sponsor, Enrollment Official, or Registrar after Section B has been completed)*

If the Applicant does not require a background investigation and is in possession of an undamaged, uncompromised, unexpired HHS ID Badge, you may complete all of Section C or only complete items 41-42 and 49-50.

39. COPIES OF ID SOURCE DOCUMENTS ATTACHED? <input type="checkbox"/> Yes <input type="checkbox"/> No
40. DID APPLICANT PRESENT TWO FORMS OF IDENTIFICATION, ONE OF WHICH WAS A PHOTO ID ISSUED BY A STATE OR THE FEDERAL GOVERNMENT? <input type="checkbox"/> Yes <input type="checkbox"/> No

IDENTITY PROOFER INFORMATION
41. NAME <i>(Last, First, Middle)</i>
42. IDENTITY PROOFER ID NUMBER

IDENTITY SOURCE DOCUMENT ONE
43. NAME
44. DOC. TITLE
45. DOC. EXPIRATION DATE <i>(mm/dd/yyyy)</i>

IDENTITY SOURCE DOCUMENT TWO
46. NAME
47. DOC. TITLE
48. DOC. EXPIRATION DATE <i>(mm/dd/yyyy)</i>

I certify that the above Applicant appeared before me and presented two ID source documents, which to the best of my knowledge appeared to be genuine, or presented an undamaged uncompromised, unexpired HHS ID Badge and does not require a background investigation. I hereby acknowledge that if I knowingly provide or assist in the provision of false information, non-verifiable information, and/or I purposely omit information, I may be subject to disciplinary action up to and including removal from the Federal service, and I may be subject to prosecution under applicable Federal criminal and civil statutes.

49. ID PROOFER SIGNATURE

50. DATE *(mm/dd/yyyy)*

APPLICANT NAME:

D. HHS ID BADGE APPROVAL *(To be completed by Registrar, after Section C has been completed)*

If the Applicant does not require a background investigation and is in possession of an undamaged, uncompromised, unexpired HHS ID Badge, you may complete all of Section D or only complete items 51 and 57-60.

51. RECIPROCITY VERIFIED (if applicable) PIPS RECORD ATTACHED <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable	52. TYPE OF BACKGROUND INVESTIGATION TO COMPLETE <input type="checkbox"/> SAC <input type="checkbox"/> CNACI <input type="checkbox"/> ANACI <input type="checkbox"/> BI <input type="checkbox"/> NAC <input type="checkbox"/> NACIC <input type="checkbox"/> MBI <input type="checkbox"/> SSBI <input type="checkbox"/> NACI <input type="checkbox"/> NACL <input type="checkbox"/> LBI <input type="checkbox"/> SSBI-PR			
53. FBI FINGERPRINT CHECK RESULTS RECEIVED <i>(mm/dd/yyyy)</i>	54. FAVORABLE RESULTS? <input type="checkbox"/> Yes <input type="checkbox"/> No			
55. BACKGROUND INVESTIGATION COMPLETED <i>(mm/dd/yyyy)</i>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left; padding: 2px;">REGISTRAR INFORMATION</th> </tr> <tr> <td style="padding: 2px;">57. NAME <i>(Last, First, Middle)</i></td> </tr> <tr> <td style="padding: 2px;">58. REGISTRAR ID NUMBER</td> </tr> </table>	REGISTRAR INFORMATION	57. NAME <i>(Last, First, Middle)</i>	58. REGISTRAR ID NUMBER
REGISTRAR INFORMATION				
57. NAME <i>(Last, First, Middle)</i>				
58. REGISTRAR ID NUMBER				
56. COMMENTS				

I hereby Approve Disapprove issuance of an HHS ID Badge to the above-named Applicant. I hereby acknowledge that if I knowingly provide or assist in the provision of false information, non-verifiable information, and/or I purposely omit information, I may be subject to disciplinary action up to and including removal from the Federal service, and I may be subject to prosecution under applicable Federal criminal and civil statutes.

59. REGISTRAR SIGNATURE	60. DATE <i>(mm/dd/yyyy)</i>
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E. HHS ID BADGE DETAILS *(To be completed by Issuer, after Section D has been completed)*

61. NAME ON ID BADGE	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left; padding: 2px;">ISSUER INFORMATION</th> </tr> <tr> <td style="padding: 2px;">64. NAME <i>(Last, First, Middle)</i></td> </tr> <tr> <td style="padding: 2px;">65. ISSUER ID NUMBER</td> </tr> </table>	ISSUER INFORMATION	64. NAME <i>(Last, First, Middle)</i>	65. ISSUER ID NUMBER
ISSUER INFORMATION				
64. NAME <i>(Last, First, Middle)</i>				
65. ISSUER ID NUMBER				
62. ID BADGE NUMBER				
63. ID BADGE EXPIRATION DATE <i>(mm/dd/yyyy)</i>				

I confirm that the (1) ID Badge Request received from the Sponsor is valid, and (2) approval notification received from the Registrar is valid.

I have verified that the individual collecting the ID Badge is the Applicant and have issued the ID Badge to the Applicant.

I have mailed the ID Badge and this form to _____ in Remote Office _____ on this date *(mm/dd/yyyy)* _____.

I hereby acknowledge that if I knowingly provide or assist in the provision of false information, non-verifiable information, and/or I purposely omit information, I may be subject to disciplinary action up to and including removal from the Federal service, and I may be subject to prosecution under applicable Federal criminal and civil statutes.

66. ISSUER SIGNATURE	67. DATE <i>(mm/dd/yyyy)</i>
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FOR REMOTE ISSUERS	I have verified that the individual collecting the ID Badge is the Applicant and have issued the ID Badge to the Applicant.
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68. REMOTE ISSUER NAME <i>(Last, First, Middle)</i>	69. REMOTE ISSUER ID
70. REMOTE ISSUER SIGNATURE	71. DATE <i>(mm/dd/yyyy)</i>

F. APPLICANT ACKNOWLEDGEMENT *(To be completed by Issuer, after Section E has been completed)*

I have read and understand the Privacy Act Statement and HHS ID Badge Rules that were given to me. I accept the HHS ID Badge and agree to abide by the HHS ID Badge Rules.

72. APPLICANT SIGNATURE	73. DATE <i>(mm/dd/yyyy)</i>
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PRIVACY ACT STATEMENT *(Applicant Copy)*

The information on this form is collected by the Department of Health and Human Services (HHS) to issue you an identification badge called the HHS ID Badge. The purpose of the ID Badge is to help ensure the safety and security of government buildings, the people who work in them, and government computer systems. When you use your ID Badge an ID Badge system will verify that you are authorized to use government facilities. The system also will track and control the ID Badges that are issued. The authority to collect this information is 5 U.S.C. § 301; Presidential Memorandum on Upgrading Security at Federal Facilities, June 28, 1995; and Homeland Security Presidential Directive 12, August 27, 2004. The authority to request your Social Security number is Executive Order 9397. The disclosure of your Social Security number is voluntary, but it will assist in verifying your identity to process this application.

The information on this form may be disclosed only with your written consent, except where permitted by the Privacy Act. The disclosures permitted by the Privacy Act include disclosure to: the Department of Justice, a court, or other government officials when the records are relevant and necessary to a law suit; the appropriate public authority (Federal, foreign, State, local, tribal, or otherwise) to enforce, investigate, or prosecute, when a record indicates a violation of law or regulation; a Member of Congress or congressional staff member at your written request; the National Archives and Records Administration for records management inspections; authorized Federal contractors, grantees, or volunteers who need access to the records to do agency work and who have agreed to comply with the Privacy Act; any source that has records an agency needs to decide whether to retain an employee, continue a security clearance, or agree to a contract, grant, license or benefit; Federal, State, or local agencies, entities, individuals, or foreign governments to enable an intelligence agency to carry out its responsibilities; the Office of Management and Budget to evaluate private relief legislation; and to other Federal agencies to notify them when your ID Badge is no longer valid.

If you do not provide all of the requested information, we may deny you an ID Badge. Without an ID Badge, you will not have access to certain Federal facilities or systems. If using an ID Badge is a condition of your employment, not providing the information may prevent you from being able to work.

DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) ID BADGE RULES *(Applicant Copy)*

The rules associated with the HHS ID Badge include but are not limited to

- Do not attempt to clone, modify, or obtain data from any HHS ID Badge.
- Protect and safeguard your ID Badge.
- If your ID Badge is lost or stolen, you must report the missing ID Badge within 24 hours of noting its disappearance. Your ID Badge will be disabled and you will have to apply for a replacement.
- If you become aware of any violation of these requirements or suspect that your ID Badge may have been used by someone else, immediately report that information to your agency's ID Badge issuing authority.
- You must request a new ID Badge within 30 days in the event of any change which may affect the ability to determine that you are the individual associated with the ID Badge (e.g., name change). You will provide documentation showing the reason for any such change where applicable.
- As part of the HHS exit process, you are to return your ID Badge to the designated official at your agency on your last day of employment at HHS or at the expiration of your authorized access to HHS facilities and/or IT systems.
- Do not attempt to assist others in gaining unauthorized access to Federal facilities or information. Accept responsibility for the whereabouts and conduct of any and all persons whom you have signed in (i.e., authorized admittance) to HHS facilities. All persons signed into HHS facilities are considered visitors. Only visitor badges will be issued.
- Do not disclose or lend your identification number and/or password to someone else to gain access to HHS IT systems. They are for your use only and serve as your electronic signature. This means that you may be held responsible for the consequences of unauthorized access or illegal transactions.

INSTRUCTIONS FOR COMPLETING THE DATA USE AGREEMENT (DUA) FORM CMS-R-0235

**(AGREEMENT FOR USE OF CENTERS FOR MEDICARE & MEDICAID SERVICES (CMS)
DATA CONTAINING INDIVIDUAL IDENTIFIERS)**

This agreement must be executed prior to the disclosure of data from CMS' Systems of Records to ensure that the disclosure will comply with the requirements of the Privacy Act, the Privacy Rule and CMS data release policies. It must be completed prior to the release of, or access to, specified data files containing protected health information and individual identifiers.

Directions for the completion of the agreement follow:

Before completing the DUA, please note the language contained in this agreement cannot be altered in any form.

- First paragraph, enter the Requestor's Organization Name.
- Section #1, enter the Requestor's Organization Name.
- Section #4 enter the Study and/or Project Name and CMS contract number if applicable for which the file(s) will be used.
- Section #5 should delineate the files and years the Requestor is requesting. Specific file names should be completed. If these are unknown, you may contact a CMS representative to obtain the correct names. The System of Record (SOR) should be completed by the CMS contact or Project Officer. The SOR is the source system the data came from.
- Section #6, complete by entering the Study/Project's anticipated date of completion.
- Section #12 will be completed by the User.
- Section #16 is to be completed by Requestor.
- Section #17, enter the Custodian Name, Company/Organization, Address, Phone Number (including area code), and E-Mail Address (if applicable). The Custodian of files is defined as that person who will have actual possession of and responsibility for the data files. **This section should be completed even if the Custodian and Requestor are the same.** This section will be completed by Custodian.
- Section #18 will be completed by a CMS representative.
- Section #19 should be completed if your study is funded by one or more other Federal Agencies. The Federal Agency name (other than CMS) should be entered in the blank. The Federal Project Officer should complete and sign the remaining portions of this section. If this does not apply, leave blank.
- Sections #20a AND 20b will be completed by a CMS representative.
- Addendum, CMS-R-0235A, should be completed when additional custodians outside the requesting organization will be accessing CMS identifiable data.

Once the DUA is received and reviewed for privacy and policy issues, a completed and signed copy will be sent to the Requestor and CMS Project Officer, if applicable, for their files.

DATA USE AGREEMENT

DUA #

**(AGREEMENT FOR USE OF CENTERS FOR MEDICARE & MEDICAID SERVICES (CMS)
DATA CONTAINING INDIVIDUAL IDENTIFIERS)**

CMS agrees to provide the User with data that reside in a CMS Privacy Act System of Records as identified in this Agreement. In exchange, the User agrees to pay any applicable fees; the User agrees to use the data only for purposes that support the User’s study, research or project referenced in this Agreement, which has been determined by CMS to provide assistance to CMS in monitoring, managing and improving the Medicare and Medicaid programs or the services provided to beneficiaries; and the User agrees to ensure the integrity, security, and confidentiality of the data by complying with the terms of this Agreement and applicable law, including the Privacy Act and the Health Insurance Portability and Accountability Act. In order to secure data that reside in a CMS Privacy Act System of Records; in order to ensure the integrity, security, and confidentiality of information maintained by the CMS; and to permit appropriate disclosure and use of such data as permitted by law, CMS and _____ enter into this agreement to comply with the following specific paragraphs. *(Requestor)*

1. This Agreement is by and between the Centers for Medicare & Medicaid Services (CMS), a component of the U.S. Department of Health and Human Services (HHS), and _____, hereinafter termed “User.” *(Requestor)*
2. This Agreement addresses the conditions under which CMS will disclose and the User will obtain, use, reuse and disclose the CMS data file(s) specified in section 5 and/or any derivative file(s) that contain direct individual identifiers or elements that can be used in concert with other information to identify individuals. This Agreement supersedes any and all agreements between the parties with respect to the use of data from the files specified in section 5 and preempts and overrides any instructions, directions, agreements, or other understanding in or pertaining to any grant award or other prior communication from the Department of Health and Human Services or any of its components with respect to the data specified herein. Further, the terms of this Agreement can be changed only by a written modification to this Agreement or by the parties adopting a new agreement. The parties agree further that instructions or interpretations issued to the User concerning this Agreement or the data specified herein, shall not be valid unless issued in writing by the CMS point-of-contact or the CMS signatory to this Agreement shown in section 20.
3. The parties mutually agree that CMS retains all ownership rights to the data file(s) referred to in this Agreement, and that the User does not obtain any right, title, or interest in any of the data furnished by CMS.
4. The User represents, and in furnishing the data file(s) specified in section 5 CMS relies upon such representation, that such data file(s) will be used solely for the following purpose(s).

Name of Study/Project _____

CMS Contract No. *(If applicable)* _____

The User represents further that the facts and statements made in any study or research protocol or project plan submitted to CMS for each purpose are complete and accurate. Further, the User represents that said study protocol(s) or project plans, that have been approved by CMS or other appropriate entity as CMS may determine, represent the total use(s) to which the data file(s) specified in section 5 will be put.

The User agrees not to disclose, use or reuse the data covered by this agreement except as specified in an Attachment to this Agreement or except as CMS shall authorize in writing or as otherwise required by law, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement. The User affirms that the requested data is the minimum necessary to achieve the purposes stated in this section. The User agrees that, within the User organization and the organizations of its agents, access to the data covered by this Agreement shall be limited to the minimum amount of data and minimum number of individuals necessary to achieve the purpose stated in this section (i.e., individual’s access to the data will be on a need-to-know basis).

9. The User agrees not to disclose direct findings, listings, or information derived from the file(s) specified in section 5, with or without direct identifiers, if such findings, listings, or information can, by themselves or in combination with other data, be used to deduce an individual's identity. Examples of such data elements include, but are not limited to geographic location, age if > 89, sex, diagnosis and procedure, admission/discharge date(s), or date of death.

The User agrees that any use of CMS data in the creation of any document (manuscript, table, chart, study, report, etc.) concerning the purpose specified in section 4 (regardless of whether the report or other writing expressly refers to such purpose, to CMS, or to the files specified in section 5 or any data derived from such files) must adhere to CMS' current cell size suppression policy. **This policy stipulates that no cell (e.g. admittances, discharges, patients, services) 10 or less may be displayed.** Also, no use of percentages or other mathematical formulas may be used if they result in the display of a cell 10 or less. By signing this Agreement you hereby agree to abide by these rules and, therefore, will not be required to submit any written documents for CMS review. If you are unsure if you meet the above criteria, you may submit your written products for CMS review. CMS agrees to make a determination about approval and to notify the user within 4 to 6 weeks after receipt of findings. CMS may withhold approval for publication only if it determines that the format in which data are presented may result in identification of individual beneficiaries.

10. The User agrees that, absent express written authorization from the appropriate System Manager or the person designated in section 20 of this Agreement to do so, the User shall not attempt to link records included in the file(s) specified in section 5 to any other individually identifiable source of information. This includes attempts to link the data to other CMS data file(s). A protocol that includes the linkage of specific files that has been approved in accordance with section 4 constitutes express authorization from CMS to link files as described in the protocol.
11. The User understands and agrees that they may not reuse original or derivative data file(s) without prior written approval from the appropriate System Manager or the person designated in section 20 of this Agreement.
12. The parties mutually agree that the following specified Attachments are part of this Agreement:

-
13. The User agrees that in the event CMS determines or has a reasonable belief that the User has made or may have made a use, reuse or disclosure of the aforesaid file(s) that is not authorized by this Agreement or another written authorization from the appropriate System Manager or the person designated in section 20 of this Agreement, CMS, at its sole discretion, may require the User to: (a) promptly investigate and report to CMS the User's determinations regarding any alleged or actual unauthorized use, reuse or disclosure, (b) promptly resolve any problems identified by the investigation; (c) if requested by CMS, submit a formal response to an allegation of unauthorized use, reuse or disclosure; (d) if requested by CMS, submit a corrective action plan with steps designed to prevent any future unauthorized uses, reuses or disclosures; and (e) if requested by CMS, return data files to CMS or destroy the data files it received from CMS under this agreement. The User understands that as a result of CMS's determination or reasonable belief that unauthorized uses, reuses or disclosures have taken place, CMS may refuse to release further CMS data to the User for a period of time to be determined by CMS.

The User agrees to report any breach of personally identifiable information (PII) from the CMS data file(s), loss of these data or disclosure to any unauthorized persons to the CMS Action Desk by telephone at (410) 786-2580 or by e-mail notification at cms_it_service_desk@cms.hhs.gov within one hour and to cooperate fully in the federal security incident process. While CMS retains all ownership rights to the data file(s), as outlined above, the User shall bear the cost and liability for any breaches of PII from the data file(s) while they are entrusted to the User. Furthermore, if CMS determines that the risk of harm requires notification of affected individual persons of the security breach and/or other remedies, the User agrees to carry out these remedies without cost to CMS.

- 14. The User hereby acknowledges that criminal penalties under §1106(a) of the Social Security Act (42 U.S.C. § 1306(a)), including a fine not exceeding \$10,000 or imprisonment not exceeding 5 years, or both, may apply to disclosures of information that are covered by § 1106 and that are not authorized by regulation or by Federal law. The User further acknowledges that criminal penalties under the Privacy Act (5 U.S.C. § 552a(i) (3)) may apply if it is determined that the Requestor or Custodian, or any individual employed or affiliated therewith, knowingly and willfully obtained the file(s) under false pretenses. Any person found to have violated sec. (i)(3) of the Privacy Act shall be guilty of a misdemeanor and fined not more than \$5,000. Finally, the User acknowledges that criminal penalties may be imposed under 18 U.S.C. § 641 if it is determined that the User, or any individual employed or affiliated therewith, has taken or converted to his own use data file(s), or received the file(s) knowing that they were stolen or converted. Under such circumstances, they shall be fined under Title 18 or imprisoned not more than 10 years, or both; but if the value of such property does not exceed the sum of \$1,000, they shall be fined under Title 18 or imprisoned not more than 1 year, or both.
- 15. By signing this Agreement, the User agrees to abide by all provisions set out in this Agreement and acknowledges having received notice of potential criminal or administrative penalties for violation of the terms of the Agreement.
- 16. On behalf of the User the undersigned individual hereby attests that he or she is authorized to legally bind the User to the terms this Agreement and agrees to all the terms specified herein.

Name and Title of User <i>(typed or printed)</i>		
Company/Organization		
Street Address		
City	State	ZIP Code
Office Telephone <i>(Include Area Code)</i>		E-Mail Address <i>(if applicable)</i>
Signature		Date

- 17. The parties mutually agree that the following named individual is designated as Custodian of the file(s) on behalf of the User and will be the person responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use. The User agrees to notify CMS within fifteen (15) days of any change of custodianship. The parties mutually agree that CMS may disapprove the appointment of a custodian or may require the appointment of a new custodian at any time.

The Custodian hereby acknowledges his/her appointment as Custodian of the aforesaid file(s) on behalf of the User, and agrees to comply with all of the provisions of this Agreement on behalf of the User.

Name of Custodian <i>(typed or printed)</i>		
Company/Organization		
Street Address		
City	State	ZIP Code
Office Telephone <i>(Include Area Code)</i>		E-Mail Address <i>(if applicable)</i>
Signature		Date

18. The disclosure provision(s) that allows the discretionary release of CMS data for the purpose(s) stated in section 4 follow(s). (To be completed by CMS staff.) _____

19. On behalf of _____ the undersigned individual hereby acknowledges that the aforesaid Federal agency sponsors or otherwise supports the User's request for and use of CMS data, agrees to support CMS in ensuring that the User maintains and uses CMS's data in accordance with the terms of this Agreement, and agrees further to make no statement to the User concerning the interpretation of the terms of this Agreement and to refer all questions of such interpretation or compliance with the terms of this Agreement to the CMS official named in section 20 (or to his or her successor).

Typed or Printed Name		Title of Federal Representative	
Signature			Date
Office Telephone (Include Area Code)		E-Mail Address (If applicable)	

20. The parties mutually agree that the following named individual will be designated as point-of-contact for the Agreement on behalf of CMS.

On behalf of CMS the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Name of CMS Representative (typed or printed)			
Title/Component			
Street Address			Mail Stop
City	State	ZIP Code	
Office Telephone (Include Area Code)		E-Mail Address (If applicable)	
A. Signature of CMS Representative			Date
B. Concur/Nonconcur — Signature of CMS System Manager or Business Owner			Date
Concur/Nonconcur — Signature of CMS System Manager or Business Owner			Date
Concur/Nonconcur — Signature of CMS System Manager or Business Owner			Date

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0734. The time required to complete this information collection is estimated to average 30 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: Reports Clearance Officer, Baltimore, Maryland 21244-1850.

ADDENDUM TO DATA USE AGREEMENT (DUA)

Addendum to DUA for _____. If this is an addendum to a previously approved DUA, insert the CMS assigned DUA number here: _____. The following individual(s) may/will have access to CMS data that is being requested for this agreement. Their signatures attest to their agreement to the terms of this Data Use Agreement:

Name and Title of Individual <i>(typed or printed)</i>		
Task / Role of this individual in this project		Company / Organization
Street Address		
City	State	ZIP Code
Office Telephone <i>(Include Area Code)</i>		E-Mail Address <i>(if applicable)</i>
Signature of Individual		Date
Signature of CMS Representative		Date
Signature of CMS Project Officer <i>(if applicable)</i>		Date

Name and Title of Individual <i>(typed or printed)</i>		
Task / Role of this individual in this project		Company / Organization
Street Address		
City	State	ZIP Code
Office Telephone <i>(Include Area Code)</i>		E-Mail Address <i>(if applicable)</i>
Signature of Individual		Date
Signature of CMS Representative		Date
Signature of CMS Project Officer <i>(if applicable)</i>		Date

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0734. The time required to complete this information collection is estimated to average 30 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: Reports Clearance Officer, Baltimore, Maryland 21244-1850.

**DATA USE AGREEMENT (DUA) CERTIFICATE OF DISPOSITION (COD) FOR DATA ACQUIRED
FROM THE CENTERS FOR MEDICARE & MEDICAID SERVICES (CMS)**

This certificate is to be completed and submitted to CMS to certify the destruction/discontinued use of all CMS data covered by the listed Data Use Agreement (DUA) at all locations and/or under the control of all individuals with access to the data. This includes any and all original files, copies made of the files, any derivatives or subsets of the files and any manipulated files. The requester may not retain any copies, derivatives or manipulated files – all files must be destroyed or properly approved in writing by CMS for continued use under an additional DUA(s). CMS will close the listed DUA upon receipt and review of this certificate and provide e-mail confirmation to the submitter of the certificate.

Directions for the completion of the certificate follow:

- Item # 1 Provide the Requester's Organization
- Item # 2 Provide the DUA #
- Item # 3 Check only one (1) box regarding the disposition of the DUA. List exactly as identified in the DUA all original files and applicable years associated with this DUA.
- Item # 4 Certification statement
- Item # 5 Print name of individual signing the form
- Item # 6 Phone # of individual signing the form
- Item # 7 Date signed
- Item # 8 E-mail address of individual signing the form
- Item # 9a (optional) Alternate point of contact (POC) name and phone
- Item # 9b (optional) Alternate POC e-mail
- Item # 10 Signature (must be individual listed in item # 6) (use entire box for digital signatures if available)

If digitally signed, attach the form to an e-mail; otherwise, please sign, scan and attach to an e-mail and send to DataUseAgreement@cms.hhs.gov. For individuals requiring assistance, please send an e-mail to DataUseAgreement@cms.hhs.gov.

Please visit our web site at www.cms.gov/privacy for the most current information regarding DUAs including information about digitally signing DUA forms.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1046. The time required to complete this information collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850.

Secure One HHS

Information Security Program Rules of Behavior

The *HHS Rules of Behavior* (HHS Rules) provides common rules on the appropriate use of all HHS technology resources and information¹ for Department users, including federal employees, interns and contractors. The HHS rules work in conjunction with the *HHS-OCIO-2006-0001, Policy for Personal Use of Information Technology Resources*, dated February 17, 2006, and are issued under the authority of the *HHS-OCIO-2007-0002, Policy for Department-wide Information Security*, dated September 25, 2007. Both references may be found at URL: <http://www.hhs.gov/ocio/policy/index.html>.

All users of Department technology, resources, and, information must read these rules and sign the accompanying acknowledgement form before accessing Department data/information, systems and/or networks. This acknowledgement must be signed annually, preferably as part of Information Security Awareness Training, to reaffirm knowledge of and agreement to adhere to the HHS rules. The HHS rules may be presented to the user in writing or electronically, and the user's acknowledgement may be obtained by written or electronic signature. Each Operating Division (OPDIV) Chief Information Officer (CIO) shall determine how signatures are to be submitted, retained, and recorded²; and may append any necessary information or fields to the signature page. For electronic signatures, the specific version number of the HHS rules must be retained along with the date, and sufficient identifying information to uniquely link the signer to his or her corresponding information system accounts. Electronic copies of the signed Signature Page may be retained in lieu of the original. Each OPDIV CIO shall ensure that information system and information access is prohibited in the absence of a valid, signed HHS rules from each user.

Each HHS OPDIV may require user certification to policies and requirements, more restrictive than the rules prescribed herein, for the protection of OPDIV information and systems.

Furthermore, supplemental rules of behavior may be created for systems which require users to comply with rules beyond those contained in the HHS Rules. In such cases, users must additionally sign these supplemental rules of behavior prior to receiving access to these systems, and must comply with any ongoing requirements of each individual system to retain access (such as re-acknowledging the system-specific rules by signature each year). System owners shall document system-specific rules of behavior and any recurring requirement to sign them in the System Security Plan for their systems. Each OPDIV CIO shall implement a process to obtain and retain the signed rules for such systems and shall ensure that user access to their information is prohibited without a signed, system-specific rules and a signed HHS Rules.

National security systems, as defined by the Federal Information Security Management Act (FISMA), must independently or collectively, implement their own system-specific rules.

These HHS Rules apply to both the local and remote use of HHS information (in both electronic and physical forms) and information systems by any individual.

- Information and system use must comply with Department and OPDIV policies and standards, and with applicable laws.
- Use for other than official, assigned duties is subject to the *HHS-OCIO-2006-0001, Policy for Personal Use of Information Technology Resources*, dated February 17, 2006.

without authorization or appropriate safeguards, as stipulated by the [HHS Encryption Standard for Mobile Devices and Portable Media](#), dated August 21, 2007.

- Knowingly or willingly conceal, remove, mutilate, obliterate, falsify, or destroy information for personal use for self or others. (See 18 U.S.C. 2071)
- Copy or distribute intellectual property—including music, software, documentation, and other copyrighted materials—without permission or license from the copyright owner.
- Modify software without management approval.

The following are prohibited on Government systems per the HHS-OCIO-2006-0001, Policy for Personal Use of Information Technology Resources, dated February 17, 2006:

- Sending or posting obscene or offensive material in messages or forums.
- Sending or forwarding chain letters, e-mail spam, inappropriate messages, or unapproved newsletters and broadcast messages.
- Sending messages supporting political activity restricted under the Hatch Act.
- Conducting any commercial or “for-profit” activity.
- Utilizing peer-to-peer software without OPDIV CIO approval.
- Sending, retrieving, viewing, displaying, or printing sexually explicit, suggestive text or images, or other offensive material.
- Operating unapproved web sites.
- Incurring more than minimal additional expense, such as using non-trivial amounts of storage space or bandwidth for personal files or photos.
- Using the Internet or HHS workstation to play games, visit chat rooms, or gamble.

Users shall ensure the following protections are properly engaged, particularly on non-HHS equipment or equipment housed outside of HHS facilities:

- Use antivirus software with the latest updates.
- On personally-owned systems, use of anti-spyware and personal firewalls.
- For remote access and mobile devices, a time-out function that requires re-authentication after no more than 30 minutes of inactivity.
- Adequate control of physical access to areas containing sensitive information.
- Use of approved encryption to protect sensitive information stored on portable devices or recordable media, including laptops, thumb drives, and external disks; stored on remote or home systems; or transmitted or downloaded via e-mail or remote connections.
- Use of two-factor authentication for remote access to sensitive information.

Users shall ensure that passwords:

- Contain a minimum of eight alphanumeric characters and (when supported by the OPDIV environment) at least one uppercase and one lowercase letter, and one number, and one special character.
- Avoid words found in a dictionary, names, and personal data (e.g., birth dates, addresses, social security numbers, and phone numbers).
- Are changed at least every 90 days, immediately in the event of known or suspected compromise, and immediately upon system installation (e.g. default or vendor-supplied passwords).
- Are not reused until at least six other passwords have been used.
- Are committed to memory, or stored in a secure place.

SIGNATURE PAGE

I have read the *HHS Rules of Behavior* (HHS Rules), version 2008-0001.003S, dated February 12, 2008 and understand and agree to comply with its provisions. I understand that violations of the HHS Rules or information security policies and standards may lead to disciplinary action, up to and including termination of employment; removal or debarment from work on federal contracts or projects; and/or revocation of access to Federal information, information systems, and/or facilities. I understand that exceptions to the HHS Rules must be authorized in advance in writing by the OPDIV Chief Information Officer or his/her designee. I also understand that violation of laws, such as the Privacy Act of 1974, copyright law, and 18 USC 2071, which the HHS Rules draw upon, can result in monetary fines and/or criminal charges that may result in imprisonment.

Signatures: _____
Date Signed: _____
Employee's/User's Name: _____
(Print)

APPROVED BY AND EFFECTIVE
ON:

_____/s/_____
Michael Carleton
HHS Chief Information Officer

February 12, 2008
DATE

The record copy is maintained in accordance with GRS 1, 18.a.