Iowa Department of Revenue Iowa 1099G and 1099INT Postcard Mailers - 2022

Bid # RFB102422-01 STATE OF IOWA DAS PRINT 1305 E Walnut St Level A

Hoover State Office Building Des Moines 50319 Phone 515-954-0755

The State OCIO Print will receive sealed proposals until 2:30 P.M October 24, 2022

Bids will be opened and recorded 2:30P.M. October 24, 2022

Contracts will be awarded 2:30 P.M. October 24, 2022 for the work specified below, in accordance with the terms and conditions herein forth, and at the hour named will open said proposals and act thereon.

Bids are invited from all who are qualified to bid, but bidder must be able to show facilities and equipment for the prompt doing of the work. Bids to be considered must be made out in ink or typewritten upon this form; with no amendment or changes; must be signed by the person of firm making the offer; **must be accompanied by the guarantee referred to herinafter**; must be in seal envelope provided, addressed to and in the hands of DAS Print, Hoover State Office Building, 1305 E Walnut Street Level A, Des Moines, Iowa 50319, by the hour indicated above.

By virtue of statutory authority, in the award of contract, due consideration shall be given not only to the price bid, but to the mechanical and other equipment, and financial responsibility of the bidder, and his ability and experience in the performance of like or similar contracts. Preference shall be given to purchasing Iowa Products and purchases from Iowa based businesses if the bids submitted therefor are comparable in price to bids submitted by out-of-state businesses and otherwise meet the required specifications.

Sub-letting of awarded contract will be allowed, unless otherwise stated in the specifications. Whenever any portion of awarded contract is to be sub-let, it will be necessary for all bidders to list separately the portions to be sub-let and who is fulfilling that portion of the contract. This also applies to portions of product that are produced outside the State of Iowa. For the bidders that are sub-letting portions outside the State of Iowa that portion of contract must be shown in either percentage or dollar amount.

All materials and workmanship contemplated to be contracted hereunder must be first class in every respect. The state reserves the right to reject goods not meeting this requirement, and when such rejection involves a loss to the state, the contractor shall be required to stand such loss and reimburse the state.

Take notice that bids are taken upon the specification in the offering, and acceptance of a bid results in a binding contract. Bidders should avail themselves of samples of previous like printing prior to making a bid or if such is not available it is the obligation of the bidder to understand the requirements of the specifications prior to making his bid. The bid is the maximum of the successful bidder's compensation unless the specifications permit additional compensation for changes therein reserved to the State Printing Division. Please note, however, that overruns of more than 5% will be rejected, underruns are unacceptable.

The State Printing Division reserves the right to accept any bid or part of bids submitted that seem to be to the best interest of the state; or to reject any or all bids.

Iowa 1099G and 1099INT Double Postcard Mailers - 2022 **for** Iowa Department of Revenue

234,962 1099G Cards Mailed 556 1099INT Cards Mailed 235,518 Total Cards

Specifications on page two thru ten Bid sheet on page eleven

<u>Read Carefully:</u> Proofs must be submitted to department for approval. No more than 5% over-run will be approved for payment. Full count is always required. Printing Division No. must appear. No printer's imprint. State recycled logo must appear if produced on recycled stock. Vendor must use soy-oil based ink whenever applicable. All negatives become property of state. All cuts, artwork and negatives must be returned to department immediately on completion of order.

AGENCY:

Iowa Department of Administrative Services - Print

Procurement Officer:

Stella Sussex
Public Service Manager
Department of Administrative Services
1305 E Walnut St Level A
Des Moines, IA 50319
Phone Number: 515-954-0755

Phone Number: 515-954-0755 Fax Number: 515-242-6307 e-mail: stella.sussex@iowa.gov

Vendors shall not contact the agency in reference to this bid at any time while the bid is opened for bidding nor shall they contact the agency while the bid is in the review status. All questions pertaining to this bid shall be directed to the Procurement Officer.

All questions pertaining to this bid shall be directed in writing to: Stella Sussex at stella.sussex@iowa.gov

The State of Iowa Terms and Conditions are located at: https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf

Iowa Department of Revenue Contract Specifications IA-1099-G and IA-1099-INT Statements, Double Post Card Mailers

I. PURPOSE

This document constitutes a request for bids, via sealed bid documents submitted to the Office of the Chief Information Officer - Printing, from qualified vendors, for the production and mailing of double postcards as described in this document.

II. CONTRACT PERIOD

The contract period will run from November 1, 2022 through January 31, 2023 with an option to renew the contract in each of the next 5 consecutive years. Subsequent contract periods will be from November 1, 2023 to January 31, 2024 and November 1, 2024 to January 31, 2025 and November 1, 2025 to January 31, 2026 and November 1, 2026 to January 31, 2027 and November 1, 2027 to January 31, 2028. Each contract renewal will be at the same price as the original contract or at a negotiated price accepted by the Department, the vendor, and OCIO/Printing. It is the responsibility of the contractor to provide written intent to renew the contract to the Office of the Chief Information Officer – Printing and to the Department.

III. PRINTING AND ASSEMBLY

A. SUMMARY

There are two, duplex printed, double postcards mailed. Although copy differs, they are prepared in the same manner, file layouts are identical and mailing dates are the same. All quantities in these specifications are estimates based on prior year mailings. Exact quantities are neither predictable nor guaranteed. This contract will only be for actual amounts ordered. Final quantities are not determined until the actual mailing list is created. Estimated quantities are:

235,518 cards in total: 234,962 1099 - G's

556 1099 - INT's

B. SIZE AND PAPER

- o Postcard dimensions: 6" X 8-1/2" flat, 6" X 4-1/4" folded
- Recycled 75# White paper. Paper stock must meet USPS standards for post cards and State of lowa requirements for at least 30% post-consumer waste paper content.

C. INK

All printing must be in soy oil based ink. If soy oil ink cannot be provided, please state in your bid the alternative type of print production being used. Submit a printed sample with the bid.

D. POST CARDS DESCRIPTION

 Imaging: Addresses and other variable information supplied on secure data files are to be imaged on the front and back of the 1099-G and 1099-INT cards. Imaging on the mailing side will be in black and in red ink jet, or comparable method of applying unique and static data. Imaging on the statement side will be all in black.

- Perforation: There will be three perforations that are parallel to the 6" dimension. All three perforations run across the entire width of the form. One perforation will be 3/8" from the top of the form and the second will be 3/8" from the bottom of the form. The third perforation will be 4-1/4" from both the top and bottom of the form.
- Folding: After variable data has been imaged on both sides, the form is folded in half on the mid-form perforation. Fold must conform to USPS specifications to qualify for First-Class Mail, post card rate and corresponding automation discounts.
- Gluing and sealing: Forms are to be solid glued across the entire form in the stub area created by the two perforations that are 3/8" from both the top and bottom of the form.
 Both the left and right sides are to be unsealed due to USPS requirements for inspection.
- Print quality: All printing and imaging shall be durable, of uniform quality, clearly legible, and of proper format for processing through the USPS' automated sorting systems.
 Finished forms shall be free of all defects in paper and printing that may degrade appearance and performance.

F. TESTING

Revenue will provide copy for the non-personalized data as hard copy and/or a PDF no later than November 11, 2022 along with a test file containing personalized data. Vendor must add the correct intelligent mail barcode to the department address on the return postcard copy.

A first proof of the forms with personalized and non-personalized data must be submitted to the Department no later than November 24, 2022. Proof reading, corrections, and approvals must be completed by both the vendor and the Department by December 2, 2022. Ten copies of each the 1099-G and 1099-INT are requested with at least two addressed to foreign entities.

G. ADDRESS FILE

For test and production runs, Revenue will provide the vendor with 4 fixed length files of personalized data; 1 file of domestic addresses for each the 1099-G and INT, 1 file each with foreign addresses for each the 1099-G and INT.

Secure transmission method shall be used to post/send anything with personalized data between the Department and vendor; secure transmission methods may include PGP, SFTP or IDR's Secure File Exchange (SFE) system.

Production files will be available December 9, 2022 but will not be released until all testing, as defined in Section III. F, have been approved. A production proof is requested by mid-December. Ten copies of each the 1099-G and 1099-INT are requested.

The vendor must notify the Department immediately upon receipt if the personalized file is unreadable.

The Department requests a list of any 1099's that cannot be mailed. The list shall include the same data the vendor received from the Department and cards with non-mailable addresses shall not be printed. The non-mailable addresses are usually known when the vendor runs the signoffs and proofs.

IV. MAILING SPECIFICATIONS

A. PAYMENT OF POSTAGE

If the mailing will be dropped at a post office in Des Moines, IA the Department has a permit that can be used and will fund the account.

If the mailing will be dropped at a post office outside Des Moines, IA it shall be the responsibility of the successful bidder to obtain a permit from the local post office and pay any fee. A check for exact postage will be drawn by the Department payable to the United States Postmaster in the city where the mailing enters the mail stream. If this option is exercised, vendor must provide documentation of postage costs from mailing software.

Historically there are around 500 postcards requiring foreign postage. The postage for foreign addresses can either be invoiced with the printing costs, or the Department can provide a check for postage payable to the United States Postmaster in the city where the mailing enters the mail stream.

B. DELIVERY TO POST OFFICE

The mailing must be released to the United States Postal Service between January 6, 2023 and January 13, 2023; specific date negotiable between vendor and the Department. It shall be the responsibility of the successful bidder to schedule the mailing with the Post Office during the time frame designated. All postal permit fees, handling and freight charges must be included in the bid on this contract.

C. POSTAGE CLASSIFICATION

Address data should be standardized and subjected to NCOA, national change of address. Sorting of data for mass mailing must be made utilizing CASS certified software approved by the USPS and must be completed in the most economical manner at First-Class Mail, presorted, automation post card rate. Address files should be subjected to fast forwarding addressing.

If the USPS reclassifies postage rates during 2022, mailing data must be sorted to enhanced carrier route sort levels or to the most economical sort level(s) as applicable.

If post cards are to be stored prior to mailing, the storage costs and security of the cards are the responsibilities of the vendor.

All postcards are to arrive at the U.S. Post Office in a manner and condition to satisfy the U.S. Postal Regulations for the most economical pre-sorted first class mail for a double post card at the single post card rate.

D. LATE DELIVERY PENALTY

Prompt delivery to the post office is required. A penalty of one percent (1%) of the cost to print each late mailing will be assessed for each working day of delayed delivery from the negotiated mailing date. The one-percent (1%) per working day penalty and other contract provisions described in the Iowa Administrative Code, Administrative Services Department, Section 11, will apply.

V. BILLINGS

After the mailing has been delivered to the post office, the vendor will invoice the Department. Itemize printing and postage costs separately. USPS Postage Statements must be included. Send invoices to:

Twee Wightman lowa Department of Revenue PO Box 10460 Des Moines IA 50306-0460

All costs related to printing of proofs or test documents, as well as any handling charges should be included in the bid.

VI. CONFIDENTIALITY

All information supplied by Revenue is strictly confidential. The vendor is considered to be an agent of the Department for this contract and is therefore bound by the confidentiality provisions as set forth in the Code of Iowa, 423.42 and 422.72, for safeguarding tax information. The vendor will be required to sign a confidentiality agreement.

Personalized data must be deleted upon completion of the mailing. If reprinting is required, the Department will provide the mailing file.

Iowa Department of Revenue Confidential Information Requirements for Contractors June 2021

I. Access to Confidential Data

The contractor's employees, agents and subcontractors may have access to confidential data maintained by the lowa Department of Revenue (hereafter referred to as 'IDR' or 'the Department') to the extent necessary to carry out its responsibilities under the Contract. The contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the Department.

II. Performance

In performance of the Contract, the contractor agrees to comply with and assume responsibility for compliance by its employees, agents, or subcontractors with the following requirements:

- 1) All work will be done under the supervision of the contractor or the contractor's employees.
 - i) The contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the contractor in connection with the performance of its duties under the Contract.
 - ii) The contractor shall provide adequate supervision and training to its employees, agents, or subcontractors to ensure compliance with the terms of the Contract.
 - iii) The contractor shall provide acceptance by its employees, agents, or subcontractors, by signature, of the terms of state confidentiality disclosure (see Exhibit 1 Acknowledgment of Statements of Confidentiality). Any disclosure of state tax information as governed by the lowa Code, Sections 422.20, 422.72, and 324.63, shall be subject to a fine of not less than \$100 or more than \$1,000 and/or be confined in jail for not less than thirty (30) days nor more than six (6) months.
 - iv) The contractor shall provide to the Department a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats.
 - v) The contractor will maintain a list of employees, agents or subcontractors with authorized access to the Department's data. Such list will be provided to IDR upon request.
 - vi) No work furnished under this Contract will be subcontracted without prior written approval from the Department.
 - vii) No data can be accessed by contractor, or contractor's employees, agents, and sub-contractor located off-shore or via any information systems located off-shore.
 - viii) The contractor will complete a security risk assessment questionnaire annually as part of a certification process with the Department.
- 2) Any tax information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of its duties under this contract. Inspection by or disclosure to anyone other than an officer, employee, agent or subcontractor of the contractor is prohibited.
- 3) All tax information will be accounted for upon receipt and properly safeguarded in accordance with security requirements set forth in this Contract before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- 4) Upon completion of duties under this Contract or the specific direction of IDR, the contractor will certify that the data processed and any output generated during the performance of duties under this Contract will be completely purged from all data storage components, including, but not limited to data center facility, laptops, computers and other storage devices. If immediate purging of all data storage

components is not possible, the contractor will certify that any tax information remaining in any storage component will be safeguarded to prevent unauthorized disclosures until it has been purged. Once all data processed and output generated has been completely purged, the contractor shall submit a signed certification to the Department to that effect.

- 5) Any spoilage or intermediate output that may result during the processing of tax information will be given to the Department. When this is not possible, the contractor will be responsible for the destruction of the output, and will provide the Department with a statement containing the date of destruction, description of material destroyed, and the method used. Destruction method must meet specifications as defined in IRS Publication 1075 Section 8.3.
- 6) The contractor shall implement security controls for their computer systems processing, storing, or transmitting tax information that conform to mutually approved security framework (NIST 800-53, SOC2, ISO27001:2005, etc.). The security features of the computer systems must meet all functional and assurance requirements for the managerial, operational, and technical security controls. All security features must be available and activated to protect against unauthorized use of and access to tax information. The contractor shall provide IDR with their most recent risk assessment or Type II audit report, including identified gaps or plan of action to mitigate identified issues prior to receiving tax information from IDR, and annually thereafter.
- 7) The use of personally owned computers for accessing IDR information is strictly prohibited.
- 8) Any data supplied by IDR to the contractor or contractor's employees, agents, or subcontractors or created by the contractor or contractor's employees, agents, or subcontractors in the course of the performance of its duties under this Contract shall be considered the property of IDR. No confidential information collected, maintained, or used in the course of performance of the Contract shall be disseminated by the contractor or contractor's employees, agents, or subcontractors except as authorized by law and only with the prior written consent of the Department, either during the period of the Contract or thereafter. The contractor may be liable for an unauthorized disclosure if it fails to comply with federal and state confidential safeguard requirements.
- 9) In the event that a subpoena or other legal process is served upon the contractor for records containing confidential information, the contractor shall promptly notify IDR and cooperate with the Department in any lawful effort to protect the confidential information.
- 10) The contractor shall immediately (within twenty-four (24) hours after the unauthorized disclosure or security breach of confidential information provided by IDR to Contractor) report to IDR any unauthorized disclosure or security breach of confidential information. These include, but are not limited to: (i) Unauthorized access or disclosure of confidential information; (ii) Illegal technology transfer; (iii) Sabotage, destruction, theft or loss of confidential information or the information systems; and (iv) Compromise or denial of confidential information or information systems.
- 11) IDR, with 24 hour notice, shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this Contract. In lieu of an on-site visit, the contractor can respond to an inspection questionnaire. An inspection questionnaire may be used in lieu of an on-site visit. On the basis of such inspection, specific remedial actions may be required of the contractor in cases where the contractor is found to be noncompliant with Contract safeguards.

- 12) If the Department is required to notify taxpayers of a security or confidentiality breach caused by the contractor, the Department is entitled to reimbursement of such costs related to this notification from the contractor (see Iowa Code § 715C.2).
- 13) If the contractor fails to provide the safeguards described above, IDR will have the right to void the Contract immediately.
- 14) The contractor's confidentiality obligations under this section shall survive the termination of this Contract.
- 15) Any disclosure of state tax information as governed by the Iowa Code Ann., §§ 422.20, 422.72, and 452A.63, shall be subject to penalties prescribed therein.

Exhibit 1

Acknowledgment of Statement of Confidentiality

Release of Confidential Iowa Department of Revenue Information

Pursuant to the Code of Iowa, I understand the willful release of confidential information in a manner inconsistent with Iowa law is punishable as set forth below. I also understand that the willful inspection (browsing) of tax records is a violation of Iowa law. A person committing an offense against the above provisions shall be guilty of a serious misdemeanor and, upon conviction thereof, shall be fined up to \$1,000 and/or imprisoned up to one year. In addition, that person will be discharged from employment and may face the potential of personal liability in a lawsuit brought by the affected taxpayer.

I understand	I I am expected to be know	rledgeable on the abo	ve penalties.

BID AS FOLLOWS:

All pricing is to be F.O.B. Destination - bill will not be accepted if freight is not included

234 962 1099G cards mailed nor specif	ications		/total
234,962 1099G cards mailed per specif	ications	(F.O.B. DESTINATION)	_/totai
556 1099INT cards mailed per spec	ifications	(F.O.B. DESTINATION	_/total
furnished, or missing any required compo NOTE: BIDS FOR THIS LETTING CAN	iant. cept or reject any or all bids will be rejected if they are in nents. N BE EMAILED TO stella.si		
This information 1	NOTICE TO BIDDER	RS · bid will be non-compliant	
Is any part of the contract to be sub-let? YES (Vendor <u>must</u> identify sub-contractor if you answe			_
Recycled content of sheet%	of which	% is postconsumer.	
How much is sub-let or produced out of the State of	f Iowa? Show either dollar or pe	rcentage	
Soy-oil based ink? YES NO If yo	es, please specify portion of bid w	rhich is ink cost-\$	
based on sex, race, color, creed, religion, physical the State of Iowa against discrimination. Failure to NOTE: One percent per day of the contract priproof according to specifications and the printer is PLEASE READ the specifications carefully. A specify the stock you plan to use, and furnish samp penalized. **All questions pertaining to this bid sl Services (DAS)Print Stella Sussex at st 515-954-0755. Vendors shall not contadirectly it will result in their bid not be Renewal option for this contract: May be rere	or mental handicaps or national of do so could be deemed a material be will be penalized for each day or required to give written notice of any deviation from specifications ale, or bid will be voided. Estimate the could be directed in writing the agency in reference in gaccepted. The service of the agency in reference in gaccepted. The service of the agency in the service of the agency in the service of t	of delayed delivery. Department to furnish copy and reany delay by the Department. will automatically void the bid. If requested, be sure are carefully - Low bidders who refuse contract will be ag to the Iowa Department of Administration	es of ead and ive
Dated at(City, State)	, thisday of	, 20	
Signed by	(Telephone)	for(Company Name)	
Print Name	E-mail		

Form 22 - Request for Confidentiality

CONTRACTOR NOTE: SUBMISSION OF THIS FORM 22 IS REQUIRED

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR RESPONSE (BID) TO THE REQUEST FOR BIDS (RFB). THE FORM IS REQUIRED WHETHER THE BID DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED.

FAILURE TO SUBMIT A COMPLETED FORM WILL RESULT IN THE BID CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.

I. Confidential Treatment Is Not Requested A request for confidential treatment of information contained in our Bid is not submitted.			
Company	RFB Number	RFB Title	
Signature		 Date	
II. Confidential Treatment Is Required The below information is to	uested be completed and signed <u>ONLY</u> if	^f Contractor is requesting	

confidential treatment of any information submitted in its Bid.

Per the paragraph labeled as Public Records and Requests for Confidential Treatment in section 2 of the Request for Bids (RFB), a Contractor requesting portions of its Bid be maintained in confidence must complete this form and submit it with its Bid. Contractors should read and familiarize themselves with chapter 22 of the lowa Code regarding release of public records before completing this Form. Contractor shall refer to the paragraph labeled as Public Records and Requests for Confidential Treatment in section 2 of the RFB for instructions regarding how to request confidential treatment of portions of its bid.

NOTE:

- 1 Completion of this Form is the sole means of requesting confidential treatment.
- 2 A CONTRACTOR MAY NOT REQUEST PRICING BIDS BE HELD IN CONFIDENCE.

Completion of the Form and Agency's acceptance of Contractor's submission does not guarantee the agency will grant Contractor's request for confidentiality. The Agency may reject Contractor's Bid entirely in the event Contractor requests confidentiality and does submit a fully completed Form or requests confidentiality for portions of its Bid that are improper under the RFB.

To request confidentiality, Contractor must provide the following information:

- 1 Contractor must conspicuously mark confidential material in its Bid in accordance with the section titled Public Records and Requests for Confidential Treatment. Check box when completed.
- 2 Contractor must specifically identify and list the bid section(s) for which it seeks confidentiality and answer the following questions for each section listed:

Form 22 – Request for Confidentiality

- Explain the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential.
- Justify why the material should be kept in confidence.
- Explain why disclosure of the material would not be in the best interest of the public.
- Provide the name, address, telephone, and email for the Contractor's person authorized to respond to inquiries by the Agency concerning the status of confidential materials.

Please provide the information in the table below. Contractor may add additional lines if necessary or add additional pages using the same format as the table below.

Section:	cite the specific grounds in Iowa Code Chapter 22 or other applicable law which supports treatment of the material as confidential.	material should be kept in confidence.	disclosure of the material would not be in the best interest of the public.	name, address, telephone, and email for the person at Contractor's organization authorized to respond to inquiries by the Agency concerning the status of confidential materials.
beer dete <i>Ched</i> This Forr this Forr	n excised. The comment of the completed and the complete completed and the complete com	confidential material must al nature of the material re pleted. d by the individual who sig	its Bid from which the conbe excised in such a way emoved and to retain as mand the Contractor's Bid. The stely following the transmiding the Public Copy.	as to allow the public to uch of the Bid as possible. The Contractor shall place
	•	-	this Form may result in the Bid as being non-respo	-
		orm is to be completed a f any information submitte	nd signed only if you are ed in your Bid.	submitting a request for
Compan	у	RFB	Number	RFB Title
Signatur	 e	Title	2	Date

Form 22 – Request for Confidentiality

Department of Administrative Services – Central Procurement Bureau Review (For Agency use only)

	Contractor's Bid is rejected as non-compliant because of one or more of the following reasons:				
		Contractor's Bid is rejected due to not submitting a fully completed Form 22 to either request or not request confidential treatment of information.			
		Contractor's Bid is rejected due to the request to treat the entire response as confidential.			
		Contractor's Bid is rejected due to the request to treat Bid pricing as confidential.			
		Contractor requested confidentiality without submitting a <i>fully completed</i> Form 22.			
		Contractor requested confidentiality and failed to conspicuously mark such material as confidential within its Bid in accordance with the RFB.			
		Contractor requested confidentiality without submitting a public copy of its Bid with the confidential information redacted.			
		Contractor requested confidentiality on material in contravention of the RFB.			
		Other:			
	Contra	actor's submission is accepted. ¹			
ourcha	asing Age	ent Signature Date			
RFB N	umber	RFB Title			

NOTE: Agency's acceptance of Contractor's submission should not be construed as Agency's approval of Contractor's request for confidentiality. Instead, acceptance of Contractor's submission simply means that Agency believes Contractor's Form 22 appears fully completed in accordance with the RFB.