

1416S

DOA thru March 31, 2024 (Options thru 2028)

ITEM NUMBER	ITEM DESCRIPTION	BASIS OF AWARD	ACS Document Imaging Knoxville, TN		Data Management Int. New Castle, DE		DataSavers of Jacksonville Jacksonville, FL		Innovative Document Imaging East Brunswick, NJ		GPO Estimate	
			UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST
I	COMPLETE PRODUCT											
(a)	All materials and operations required for processing each 100'Roll	38,668	6.00	232,008.00	8.00	309,344.00	2.48	95,896.64	4.95	191,406.60	6.32	244,381.76
	TOTAL			232,008.00		309,344.00		95,896.64		191,406.60		244,381.76
	DISCOUNT		2.00%	4,640.16	5.00%	15,467.20	0.00%	0.00	(2%-10)	0.00	0.00%	0.00
	NET TOTAL			227,367.84		293,876.80		95,896.64		191,406.60		244,381.76

Verified ES 4-13-2023

Awarded

BID INVITATION

U.S. GOVERNMENT PUBLISHING OFFICE

Southeast Region

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Microfilm Repackaging Services

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

Department of the Treasury – Internal Revenue Service
Atlanta, GA

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning Date of Award and ending March 31, 2024, plus up to four (4) optional 12-month extension periods that may be added in accordance with the "Option to Extend the Contract Term" clause in this contract.

BID OPENING: Bids shall be opened at 2:00pm, prevailing Atlanta, GA time, on April 6, 2023.

BID SUBMISSION: Bidders MUST submit email bids to bidssoutheast@gpo.gov for this solicitation. No other method of bid submission will be accepted at this time. The program number (Program 1416-S) and bid opening date April 6, 2023 must be specified in the subject line of the emailed bid submission. To submit a bid, bidders are to fill out, sign/initial, as applicable, all pages of SECTION 4. – SCHEDULE OF PRICES at the end of these specifications. Bids received after 2:00pm on the bid opening date specified above will not be considered for award.

This is a new contract and there is no abstract of contract prices available.

For information of a technical nature, contact Ellen Sommer, (404) 605-9160, Ext. 5, or esommer@gpo.gov.

NOTE: SPECIAL ATTENTION IS DIRECTED TO THE IRS SECURITY REQUIREMENTS PAGES 3 THROUGH 16 AND EXHIBITS AT END OF DOCUMENT.

SECTION 1. GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable articles of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 01-18)), GPO Contract Terms, Quality Assurance Through Attributes Program for Microforms (GPO Publication 310.3, effective August 31, 1988, (Rev. 02-2017)), and ANSI Standard, Sampling Procedures and Tables for Inspection by Attributes, ANSI/ASQC Z 1.4 and ISO Standards. Standards referenced in this contract are those that are current at the time of contract solicitation.

GPO Contract Terms (GPO Publication 310.2) –

<https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/contractterms2018.pdf>

GPO Contract Terms, Quality Assurance Through Attributes Program for Microforms (GPO Publication 310.3)-

<https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/310-3-contract-terms-microforms262f0930b44a64308413ff00001d133d.pdf>

SUBCONTRACTING: Subcontracting any portion of this contract is **NOT** permitted. Vendors intending to subcontract any of the operations/provisions of this contract shall be declared non-responsible.

QUALITY ASSURANCE SYSTEMS: The contractor must provide and maintain an effective quality assurance system. The contractor's quality assurance system must include, as a minimum, the following elements to the degree necessary for the end products under this contract:

- (1) Environmental Storage controls that assure humidity and temperature is within ISO 18911.
- (2) Environmental air quality controls in microfilming and duplicating areas that meet ISO 14644-1 and ISO 14644-2 for Class 1000.
- (3) Controls that assure that the raw materials meet all applicable requirements, and that proper storage and issuing procedures are followed.
- (4) Controls that assure all steps in the process generate products that conform to all requirements of this contract.
- (5) Maintenance and calibration records on all applicable production and inspection equipment.
- (6) Inspection procedures and adequate records to assure conformance to all requirements of this contract.
- (7) Other applicable quality assurance records, such as, raw material certifications, condition and timeliness of furnished materials, and outside laboratory analyses if performed.

OPTION TO EXTEND THE CONTRACT TERM: The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed five years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "Extension of Contract Term" clause. See also "Economic Price Adjustment" for periodic pricing revision.

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

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

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from Date of Award through March 31, 2024 and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

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

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending three (3) months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending December 31, 2022, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

The Government will notify the contractor by contract modification specifying the percentage increase or decrease to be applied to invoices for orders placed during the period indicated. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs and separately adjusted paper prices. Payment discounts shall be applied after the invoice price is adjusted.

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

PRIVACY AND SECURITY REQUIREMENTS: Protection of Confidential Information

The contractor shall comply with all Federal, state, and local laws, and IRS policies and regulations to include but not limited to:

- (a) The contractor shall restrict access to all IRS Sensitive But Unclassified (SBU) information obtained in the performance of this contract to those employees and officials who need it to perform the specific services outlined in this contract.
- (b) The contractor shall process all IRS SBU information obtained in the performance of the contract under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the records and in such a way that the unauthorized persons cannot gain access to any such records.
- (c) The contractor shall inform all personnel with access to the confidential information obtained from the IRS in the performance of this contract of the confidential nature of the IRS SBU information and the safeguards required to protect this information from improper disclosure.
- (d) The contractor shall ensure that each contractor/subcontractor employee performing IRS work knows the prescribed rules of conduct and that each contractor/subcontractor employee is aware that he/she may be subject to criminal penalties for violations of the Privacy Act.

- (e) All confidential information obtained from the IRS for use in the performance of this contract shall, at all times, be stored in an area that is physically secured to prevent unauthorized access.
- (f) All contractor employees shall either be literate in English or have a translator available at all times who can read, speak, and understand the language in order to ensure all operational, security, and contract requirements are met. The contractor/subcontractor shall ensure communications are provided at a level such that employees can understand instructions and converse with the customer.
- (g) Work areas for the production of IRS work shall be in dedicated areas that have fixed barriers and access controlled to only those employees working on the IRS contract. Signs shall be posted that only IRS cleared employees may enter. All phases of work will be staged in one main area for each process and sufficiently protected from unauthorized access or commingling with non-IRS work. **If dedicated production areas with fixed barriers are not possible, all employees with access to the production area will need to be security screened.** All IRS work areas will be open to IRS representatives for inspection at all times.
- (h) For contractor, at least one supervisory employee must be permanently assigned to the secured areas to always visually observe the printing, imaging, binding, construction, inserting, storing, shipping, and destruction of any spoiled materials.

IR1052.224-9000 Safeguards Against Unauthorized Disclosure of Sensitive but Unclassified Information (JUN 2021)

1. Treasury Directive Publication 15-71 (TD P 15-71), Chapter III – Information Security, Section 24 – Sensitive But Unclassified Information defines SBU information as ‘any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (USC) (the Privacy Act) but which has not been specifically authorized under criteria established by an executive order or an act of Congress to be kept secret in the interest of national defense or foreign policy.’ SBU may be categorized in one or more of the following groups —
 - Federal Tax Information (FTI), including any information on or related to a tax return
 - Returns and Return Information
 - Sensitive Law Enforcement Information
 - Employee and Personnel Information
 - Personally Identifiable Information (PII)
 - Information Collected or Created from Surveys
 - Other Protected Information
2. Confidentiality requirements for tax returns and return information (FTI) are established by Section 6103 of the Internal Revenue Code (IRC) (26 USC 6103), and the penalties for unauthorized access and disclosure of returns and return information are found in Sections 7213, 7213A and 7431 of the IRC (26 USC 7213, 7213A and 7431). This contract is covered by IRC 6103(n) and the related regulation - 26 CFR §301.6103(n)-1.
3. Contractors who perform work at contractor (including subcontractor) managed sites using contractor or subcontractor managed IT resources shall adhere to the general guidance and specific privacy and security control requirements contained in the most recent version of Publication 4812, Contractor Security & Privacy Controls, IRM 10.23.2 - Personnel Security, Contractor Investigations, IRM 10.5.1 Privacy Policy, and IRM 10.8.1 - Information Technology (IT) Security, Policy and Guidance. Publication 4812 and IRM 10.5.1, 10.8.1 and 10.23.2 provide comprehensive lists of all security, privacy, information protection and disclosure controls and guidance.

4. Eligibility, Fitness and Suitability. Contractor (including subcontractor) personnel hired for work within the United States or its territories and possessions and who require staff-like access, wherever the location, to IRS-owned or controlled facilities or work on contracts that involve the design, operation, repair, or maintenance of information systems, and/or require staff-like access to SBU information, must meet the eligibility requirements under IRM 10.23.2, Personnel Security, Contractor Investigations, and shall be subject to security screening and investigative processing, commensurate with the position sensitivity level, and in accordance with IRM 10.23.2, and TD P 15-71. Contractor personnel must be found both eligible and suitable, and approved for staff-like access (interim or final) by IRS Personnel Security prior to starting work on the contract/order, and before being granted access to IRS information systems or SBU information.
5. General Conditions for Allowed Disclosure. Any SBU information, in any format, made available to or created by the contractor personnel shall be treated as confidential information and shall be used only for the purposes of carrying out the requirements of this contract. Inspection by or disclosure to anyone other than duly authorized officer or personnel of the contractor (including subcontractor) shall require prior written approval of the IRS. Requests to make such inspections or disclosures shall be addressed to the Contracting Officer (CO).
6. Nondisclosure Agreement. Consistent with TD P 15-71, Chapter II, Section 2, and IRM 10.23.2.15 - Nondisclosure Agreement for Sensitive but Unclassified Information, each contractor personnel who requires staff-like access to SBU information shall complete, sign and submit to Personnel Security – through the CO (or COR, if assigned) an approved Nondisclosure Agreement prior to being granted staff-like access to SBU information under any IRS contract or order.
7. Training. All contractor personnel assigned to this contract with staff-like access to SBU information must complete IRS-provided privacy and security awareness training, including the Privacy, Information Protection, and Disclosure training, as outlined in IR1052.224-9001 Mandatory IRS Security Training for Information Systems, Information Protection and Facilities Physical Access.
8. Encryption. All SBU information must be protected at rest, in transit, and in exchanges (i.e., internal and external communications). The contractor shall employ encryption methods and tools to ensure the confidentiality, integrity, and availability of SBU information.
9. Particularly relevant to this clause are the updated sections to IRM 10.8.1 and Publication 4812 regarding email and text messages, alternative work sites, and incident management:
 - For email and text messaging, the contractor shall abide by IRM 10.8.1.4.17.2.2 “Electronic Mail (Email) Security”, IRM 10.5.1.6.8 “Email” plus all subsections, and IRM 10.8.2.2.1.18 “Contractor”; or Publication 4812 section 29.3.1 “Email Security”. Included are requirements on encryption, subject line content, and restrictions on personal email accounts.
10. Incident and Situation Reporting. Contractors are required to report a suspected or confirmed breach in any medium or form, electronically, verbally or in hardcopy form immediately upon discovery. All incidents related to IRS processing, information or information systems shall be reported immediately upon discovery to the CO, COR, and CSIRC. Contact the CSIRC through any of the following methods:

CSIRC Contact Information: Telephone: (240) 613-3606; email: csirc@irs.gov

In addition, if the SBU information is or involves a loss or theft of an IRS IT asset, e.g., computer, laptop, router, printer, removable media (CD/DVD, flash drive, floppy, etc.), or non-IRS IT asset (BYOD device), or a loss or theft of hardcopy records/documents containing SBU data, including PII and tax information, the contractor/subcontractor shall report the incident/situation to the Treasury Inspector General for Tax Administration (TIGTA) hotline at (800) 366-4484.

11. Staff-Like Access to, Processing and Storage of Sensitive but Unclassified (SBU) Information. The contractor shall not allow contractor personnel to access, process or store SBU on Information Technology (IT) systems or assets located outside the continental United States and its outlying territories. Contractors utilizing their own IT systems or assets to receive or handle IRS SBU data shall not commingle IRS and non-IRS data.
12. Disposition of SBU Information. All SBU information processed during the performance of this contract, or to which the contractor was given staff-like access (as well as all related output, deliverables, or secondary or incidental by-products, information or data generated by the contractor or others directly or indirectly from the source material), regardless of form or format, shall be completely purged from all data storage components of the contractor's facilities and computer systems, and no SBU/Personally Identifiable Information (PII) information will be retained by the contractor either —
 - When it has served its useful, contractual purpose, and is no longer needed to meet the contractor's (including subcontractor) other, continuing contractual obligations to the IRS or
 - When the contract expires, or is terminated by the IRS (for convenience, default, or cause).

The contractor shall completely purge from its systems and Electronic Information Technology, and/or return all SBU data, including PII and tax information (originals, copies, and derivative works) within 30 calendar days of the point at which it has served its useful contractual purpose, or the contract expires or is terminated by the IRS (unless, the CO determines, and establishes, in writing, a longer period to complete the disposition of SBU data including PII and tax information).

The contractor shall provide to the IRS a written and signed certification to the COR that all SBU materials/information (i.e., case files, receipt books, PII and material, tax information, removable media (disks, CDs, thumb drives)) collected by, or provided to, the contractor/subcontractor have been purged, destroyed or returned.

13. Records Management.

A. Applicability

This language applies to all contractors whose personnel create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists. Contractor personnel are bound by the Records Management by Federal Agencies (44 U.S.C. Chapter 31) regarding the care and retention of Federal records.

B. Definitions

“Federal record” as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:

1. includes IRS records;
2. does not include personal materials;
3. applies to records created, received, or maintained by contractors/subcontractors pursuant to their IRS contract; and
4. may include deliverables and documentation associated with deliverables.

C. Requirements

1. Contractor/subcontractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chapters. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.
2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with 36 CFR 1222.32, contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by enough technical documentation to permit understanding and use of the records and data.
4. IRS and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of IRS or destroyed except for in accordance with the provisions of IRM 1.15.5, Relocating/Removing Records, the agency records schedules and with the written concurrence of the CO. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, contractor/subcontractor must immediately notify the appropriate CO. The CO must report the loss using the PII Breach Reporting Form. Privacy, Governmental Liaison and Disclosure (PGLD, Incident Management) will review the PII Breach Reporting Form and alert the Records and Information Management (RIM) Program Office that a suspected records loss has occurred. The agency must report promptly to NARA in accordance with 36 CFR 1230.
5. The Contractor shall immediately notify the appropriate CO immediately upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the 1416-S contract. The contractor/subcontractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The contractor/subcontractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to the IRS control or the contractor/subcontractor must hold it until otherwise directed. Items returned to the Government shall be hand-carried, mailed, emailed, or securely electronically transmitted to the CO or address prescribed in the 1416-S contract. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).
6. The contractor is required to obtain the approval of the CO prior to engaging in any contractual relationship in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The contractor is required to abide by Government and IRS guidance for protecting sensitive, proprietary information, and controlled, unclassified information.

7. The contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with IRS policy.
8. The contractor shall not create or maintain any records containing any non-public IRS information that are not specifically tied to or authorized by the contract.
9. The contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
10. IRS owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which IRS shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.
11. Training. All contractor personnel assigned to this contract who create, work with or otherwise handle records are required to take IRS-provided records management training. The contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

IR1052.224-9001 Mandatory IRS Security Training for Information Systems, Information Protection and Facilities Physical Access (JUN 2021)

The Federal Information Security Modernization Act of 2014 (FISMA) requires each federal agency to provide periodic information security awareness training to all contractors/subcontractors involved in the management, use, or operation of Federal information and information systems. In addition, contractor personnel are subject to the Taxpayer Browsing Protection Act of 1997, which prohibits willful unauthorized inspection of returns and return information and details that any violation of the Act could result in civil and criminal penalties. Contractor personnel are subject to the Privacy Act of 1974 (5 U.S.C. 552a; Pub. L. No. 93-579), December 1974. Contractor personnel are bound by the Records Management by Federal Agencies (44 U.S.C. Chapter 31) regarding the care and retention of Federal records.

1. The contractor must ensure all new contractor personnel complete all assigned briefings which are based on the responses provided on the Risk Assessment Checklist Form 14606. These responses pertaining to access to any IRS system, including basic LAN, email and internet; access to any Sensitive but Unclassified (SBU) data; and access to any IRS facility. Since new contractor personnel will not have access to the IRS training system, the COR shall provide softcopy versions of each briefing.
 - i. Exception: Contractor personnel performing under IRS contracts with Nonprofit Agencies Employing People Who Are Blind or Severely Disabled (as described in FAR Subpart 8.7) are exempted from the aforementioned briefing requirements, unless the contractor requests access to the training, or there is a compelling justification for requiring the training that is approved by the Contracting Officer (CO). An example of this would be in an instance where visually impaired personnel is assigned to perform systems development and has potential staff-like access to IRS information.
 - ii. Service Personnel: Inadvertent Sensitive Information Access Training contractor personnel performing: (i) janitorial and cleaning services (daylight operations), (ii) building maintenance, or (iii) other maintenance and repair and need staff-like access to IRS facilities are required to complete Inadvertent Access to Sensitive Information (SBU) Access training.

2. In combination these mandatory briefings are known as IRS Security Awareness Training (SAT). The topics covered are: Cybersecurity Awareness, Privacy Information Protection and Disclosure, Unauthorized Access to Taxpayer Data, Records Management, Inadvertent Sensitive Information Access and Insider Threat. The completion of the assigned mandatory briefings constitutes the completion of the Security Orientation.
3. The SAT must be completed by contractor personnel within five (5) business days of successful resolution of the suitability and eligibility for staff-like access as outlined in IR1052.204-9000 Submission of Security Forms and Related Materials and before being granted access to SBU data. The date listed on the memo provided by IRS Personnel Security shall be used as the commencement date.
4. Training completion process:

The contractor must submit confirmation of completed SAT mandatory briefings for each contractor/subcontractor personnel by either:

- i. Using Form 14616 signed and dated by the individual and authorized contractor management entity and returned to the COR. This option is used for new contractor/subcontractor personnel and any that do not have an IRS network account.
 - ii. Using the IRS training system which is available to all contractors with IRS network accounts.
5. Annual Training. For contracts/orders/agreement exceeding one year in length, either on a multiyear or multiple year basis, the contractor must ensure that personnel complete assigned SAT mandatory briefings annually no later than September 1st of the current calendar year. The contractor must submit confirmation of completed annual SAT on all personnel unable to complete the briefings in the IRS training systems by submitting completed Form 14616 assigned to this contract/order/agreement, via email, to the COR, upon completion.
 6. Contractor's failure to comply with IRS privacy and security policy (to include completion and certification of SAT requirements within the timeframe specified) may be subject to suspension, revocation or termination (temporarily or permanently) of staff-like access to IRS IT systems and facilities.

IR1052.204-9000 Submission of Security Forms and Related Materials (JUN 2021)

The Treasury Security Manual (TD P 15-71) sets forth investigative requirements for contractors who require staff-like access, wherever the location, to (1) IRS-owned or controlled facilities (unescorted); (2) IRS information systems (internal or external systems that store, collect, and/or process IRS information); and/or (3) IRS Sensitive But Unclassified (SBU) information.

“Staff-Like Access” is defined as authority granted to perform one or more of the following:

- Enter IRS facilities or space (owned or leased) unescorted (when properly badged);
- Possess login credentials to information systems (internal or external systems that store, collect, and/or process IRS information);
- Possess physical and/or logical access to (including the opportunity to see, read, transcribe, and/or interpret) SBU data; (see IRM 10.5.1 for examples of SBU data);
- Possess physical access to (including the opportunity to see, read, transcribe, and/or interpret) security items and products (e.g., items that must be stored in a locked container, security container, or a secure room. These items include, but are not limited to security devices/records, computer equipment and identification media. For details see IRM 1.4.6.5.1, Minimum Protection Standards); or,
- Enter physical areas storing/processing SBU information (unescorted)

Staff-like access is granted to an individual who is not an IRS employee (and includes, but is not limited to: contractor personnel, whether procured by IRS or another entity, vendors, delivery persons, experts, consultants, paid/unpaid interns, other Federal employee/contractor personnel, cleaning/maintenance personnel, etc.), and is approved upon required completion of a favorable suitability/fitness determination conducted by IRS Personnel Security.

For security requirements at contractor facilities using contractor-managed resources, please reference the latest version of Publication 4812, Contractor Security & Privacy Controls. The contractor shall permit access to IRS SBU information or information system/assets only to individuals who have received staff-like access approval (interim or final) from IRS Personnel Security.

Contractor personnel requiring staff-like access to IRS equities are subject to (and must receive a favorable adjudication or affirmative results with respect to) the following eligibility/suitability pre-screening criteria, as applicable:

- IRS account history for Federal tax compliance (for initial eligibility, as well as periodic checks for continued compliance while actively working on IRS contracts);
- Selective Service registration compliance (for males born after 12/31/59); contractors/subcontractors must provide proof of registration which can be obtained from the Selective Service website at www.sss.gov;
- U.S. citizenship/lawful permanent residency compliance; if foreign-born, contractors/subcontractors must provide proof of U.S. citizenship or Lawful Permanent Residency status by providing their Alien Registration Number ("A" Number);
- Background investigation forms;
- Credit history;
- Federal Bureau of Investigation fingerprint results; and,
- Review of prior Federal Government background investigations.

In this regard, contractor shall furnish the following electronic documents to Personnel Security (PS) at hco.ps.contractor.security.onboarding@irs.gov within 10 business days (or shorter period) of assigning (or reassigning) personnel to this contract/order/agreement and prior to the contractor (including subcontractor) personnel performing any work or being granted staff-like access to IRS SBU or IRS/contractor (including subcontractor) facilities, information systems/assets that process/store SBU information thereunder:

- IRS-provided Risk Assessment Checklist (RAC);
- Non-Disclosure Agreement (if contract terms grant SBU access); and,
- Any additional required security forms, which will be made available through PS and the COR.

Contract Duration:

- a. Contractor personnel whose duration of employment is 180 calendar days or more per year must meet the eligibility/suitability requirements for staff-like access and shall undergo a background investigation based on the assigned position risk designation as a condition of work under the Government contract/order/agreement.
- b. If the duration of employment is less than 180 calendar days per year and the contractor requires staff-like access, the contractor personnel must meet the eligibility requirements for staff-like access (Federal tax compliance, Selective Service Registration, and U.S. Citizenship or Lawful Permanent Residency), as well as an FBI Fingerprint result screening.
- c. For contractor personnel not requiring staff-like access to IRS facilities, IT systems, or SBU data, and only require infrequent access to IRS-owned or controlled facilities and/or equipment (e.g., a time and material maintenance contract that warrants access one or two days monthly), an IRS background investigation is not needed and will not be requested if a qualified escort, defined as an IRS employee or as a contractor who has been granted staff-like access, escorts a contractor at all times while the escorted contractor accesses IRS facilities, or

vendor facilities where IRS IT systems hardware or SBU data is stored. As prescribed in IRM 10.23.2, escorting in lieu of staff-like access for IT systems and access to SBU data (escorted or unescorted) will not be allowed.

The contractor personnel will be permitted to perform under the contract/order/agreement and have staff-like access to IRS facilities, IT systems, and/or SBU data only upon notice of an interim or final staff-like approval from IRS Personnel Security, as defined in IRM 10.23.2 – Contractor Investigations, and is otherwise consistent with IRS security practices and related IRMs, to include, but not limited to:

- IRM 1.4.6 – Managers Security Handbook; IRM10.2.14 – Methods of Providing Protection; and, IRM 10.8.1 - Policy and Guidance.

Current Investigation Reciprocity: Individuals who possess a prior favorably adjudicated Government background investigation that meets the scope and criteria required for their position may be granted interim staff-like access approval upon verification of the prior investigation, receipt of all required contractor security forms, and favorable adjudication of IRS pre-screening eligibility/suitability checks. If their current investigation meets IRS established criteria for investigative reciprocity, individuals will be granted final staff-like access, and will not be required to undergo a new investigation beyond an approved pre-screening determination.

IR1052.204-9001 Notification of Change in Contractor Personnel Employment Status, Assignment, or Standing (JUN 2021)

The contractor, via email (hco.ps.contractor.security.onboarding@irs.gov), shall notify the Contracting Officer (CO), Contracting Officer's Representative (COR), and Personnel Security within one (1) business day of the contractor becoming aware of any change in the employment status, information access requirement, assignment, or standing of a contractor (or subcontractor) personnel under this contract or order – to include, but not limited to, the following conditions:

- Receipt of the personnel's notice of intent to separate from employment or discontinue work under this contract/order;
- Knowledge of the personnel's voluntary separation from employment or performance on this contract/order (if no prior notice was given);
- Transfer or reassignment of the personnel and performance of duties under this contract/order, in whole or in part, to another contract/order (and if possible, identify the gaining contract/order and representative duties/responsibilities to allow for an assessment of suitability based on position sensitivity/risk level designation);
- Denial of or revocation of staff-like access as determined by IRS Personnel Security; Separation, furlough or release from employment;
- Anticipated extended absence of more than 45 calendar days;
- Change of legal name;
- Change to employment eligibility;
- Change in gender or other distinction when physical attributes figure prominently in the biography of an individual;
- Actual or perceived conflict of interest in continued performance under this contract/order (provide explanation); or
- When required by the COR, the contractor may be required to provide the information required by this clause to the IRS using the Risk Assessment Checklist (RAC) or security documents as identified by Personnel Security. The notice shall include the following minimum information:
 - Name of contractor personnel;
 - Nature of the change in status, assignment or standing (i.e., provide a brief non-personal, broad-based explanation);
 - Affected contract/agreement/order number(s);

- Actual or anticipated date of departure or separation;
- When applicable, the name of the IRS facility or facilities this individual routinely works from or has staff-like access to when performing work under this contract/order;
- When applicable, contractor using contractor owned systems for work must ensure that their systems are updated to ensure personnel no longer have continued staff-like access to IRS work, either for systems administration or processing functions; and
- Identification of any Government Furnished Property (GFP), Government Furnished Equipment (GFE), or Government Furnished Information (GFI) (to include Personal Identity Verification (PIV) credentials or badges – also referred to as SmartID Cards) provided to the contractor personnel and its whereabouts or status.

In the event the subject contractor is working on multiple contracts, orders, or agreements, notification shall be combined, and the cognizant COR for each affected contract or order (using the Contractor Separation Checklist (Form 14604 (Rev. 8-2016))) shall be included in the joint notification along with Personnel Security. These documents (the RAC and security forms) are also available by email request to Personnel Security.

The vendor POC and the COR must ensure all badges, Smart Cards, equipment, documents, and other Government furnished property items are returned to the IRS, systems accesses are removed, and Real Estate & Facilities Management is notified of Federal workspace that is vacant.

The change in the employment status, assignment, or standing of a contractor personnel to this contract or order would not form the basis for an excusable delay for failure to perform under the terms of this contract, order or agreement.

CONTRACTOR SECURITY MANAGEMENT: The IRS requires that the contractor's employees having a need for staff-like access to Sensitive But Unclassified information must be approved through an appropriate level of security screening or investigation.

Immediately upon certification, the contractor must furnish the Government with a description of all positions requiring staff-like access to IRS data. The Government (including an IRS personnel security officer) will assess the risk level for each position and determine the need for individual security investigations.

Upon certification of contract, the IRS will provide the necessary forms and instructions to the contractor. Within 24 hours of receipt of the forms/instructions, the contractor must return the forms filled out for each employee who will be involved in the production on this contract. The contractor must comply/abide by the following IRS Acquisition Security clauses.

- IR1052.204-9000 Submission of Security Forms and Related Materials.
- IR1052.204-9001 Notification of Change in Contractor Personnel Employment Status, Assignment, or Standing.
- IR1052.224-9000 Safeguards Against Unauthorized Disclosure of Sensitive but Unclassified Information.
- IR1052.224-9001 Mandatory IRS Security Training for Information Systems, Information Protection and Facilities Physical Access.

All contractor employees who work on IRS contracts that require staff-like access to IRS-owned or controlled facilities, SBU information, IT Systems and/or assets must be investigated. All contractors will undergo a moderate risk background investigation for staff-like access.

- The IRS shall bear the cost of conducting a security screening for contractor employees requiring one.
- The Government will provide electronic copies of the required forms.
- Any costs for fingerprinting will be borne by the contractor.

Contractor employees who require staff-like access to IRS SBU information and/or IT systems, regardless of location, must complete mandatory annual security training.

The COR is responsible for ensuring contractors receive Security Awareness Training (SAT) within five (5) business days of being granted interim/final staff-like access to IRS sensitive information or IT systems.

Contractor employees who will have physical and/or logical access to IRS taxpayer data must be both eligible and suitable to work on an IRS contract as determined by IRS Personnel Security. Contractor is responsible for providing the following forms/documentation for their employees assigned to IRS contracts to IRS Personnel Security:

Eligibility Requirements Include the Following:

1. Must meet the following U.S. citizenship or residency requirements based on the assigned position risk level:
 - Low Risk - Must be a U.S. citizen or Lawful Permanent Resident (LPR) of the United States.
 - Moderate Risk - Must be a U.S. Citizen or LPR with at least three (3) consecutive years of U.S. residency, from the date of legal entry, as a LPR.
 - High Risk - Must be a U.S. Citizen.

Any subject who is foreign-born must provide proof of U.S. citizenship or Lawful Permanent Resident status. Subjects must provide their Alien Registration Number (“A” number) for corroboration by IRS Personnel Security.

2. Subjects must be Federal tax compliant and must remain tax compliant while actively working on IRS contracts. IRS will check subjects’ tax compliance status upon notification of subject being assigned to work on the IRS contract.
3. All male subjects born after December 31, 1959, must be registered with Selective Service (SS). For male U.S. citizens, proof of registration can be obtained by accessing the SS website at <https://www.sss.gov/> and following the prompts on the “Verify or Update Registration” tab. If the search results in a “Matched Record,” click on the “*Print an Official Selective Service Registration Acknowledgment Letter*” button and follow the prompts for saving the letter as a PDF file. The letter should then be provided to IRS Personnel Security. If the subject is not registered, he must provide a waiver of registration requirement from SS.

Suitability Requirements Include the Following:

A completed Risk Assessment Checklist (RAC) spreadsheet – this spreadsheet should be completed by the contractor point of contact to provide needed information about each employee who will be working on the contract.

The following forms must be completed by each subject assigned to the contract:

1. A completed and signed Optional Form (OF) 306, *Declaration for Federal Employment* (Exhibit 1)
2. A signed Non-Disclosure Agreement form (Exhibit 2)
3. A signed Fair Credit Release form (Exhibit 3)
4. A completed Electronic Questionnaires for Investigations Processing (e-QIP) package. The IRS Personnel Security will send each subject a separate email with instructions for completing e-QIP. The e-QIP package is only required for those subjects who do not have a favorably adjudicated Federal background investigation within the last five (5) years. If the contractor only requires a Low-Risk investigation and Personnel Security can find a previous Low Risk Tier 1, there is no need to conduct a new Low Risk Tier 1. Reciprocity will apply.
5. Any additional required security forms, which will be made available through the COR.

One or all of the following training materials may need to be completed by each subject assigned to the contact (to be determined by Personnel Security):

1. Privacy, Information Protection & Disclosure Briefing Mandatory Briefing
2. Records Management Overview
3. Introduction to UNAX Briefing for Contractors
4. Certification of Annual UNAX Awareness Briefing

5. Cybersecurity Awareness Training
6. Contractor Security Awareness Training (SAT) Certification
7. Inadvertent Sensitive Information Access
8. Insider Threat and/or Facilities Physical Security.

The contractor must submit confirmation of completed SAT mandatory briefings for each employee assigned to this contract. Contractor to use Form 14616 (Exhibit 4), signed and dated by the individual and authorized contractor management entity and returned to the COR within 72 hours of receipt of above training materials.

Annual Training. For contracts exceeding one (1) year in length, either on a multiyear or multiple year basis, the contractor must ensure that personnel complete assigned SAT mandatory briefings annually no later than September 30th, of the current calendar year.

Contractor's failure to comply with IRS privacy and security policy (to include completion and certification of SAT requirements within the timeframe specified) may be subject to temporary suspension from receiving work orders on this contract.

Specialized IT Security Training (SITS) - Mandatory Training for Significant IT Security Role:

Any contractor employee who has a significant IT security role or responsibility shall complete specialized IT security (SITS) training pertinent to the role/responsibility. This includes, but is not limited to, any contractor or subcontractor employees with a privileged network user account that allows full system permission to resources within their authority or to delegate that authority. A list of the specialized IT security roles and the number of hours of training required for each role may be obtained by contacting the COR. (Exhibit 5)

Contractor and subcontractor employees newly assigned to a significant IT security role, including at time of contract award, must complete the training prior to commencement of work. Proof of specialized IT training is required within five (5) business days of being granted staff-like access approval by Personnel Security. Thereafter, each contractor and subcontractor employee assigned to the contract/order shall complete Awareness Training annually by May 15th, of the current calendar year.

Existing contracts that have been modified or will be modified to include contractor and subcontractor employees identified as having a specialized IT security role must complete the SITS Training within 45 calendar days of the contract modification designating an employee to a specialized IT security role and annually, by May 15th, thereafter.

Separation of Contractor's Employee From this Contract:

The following form must be completed by the contractor to separate an employee/contractor from an IRS contract: Form 14604, *Contractor Separation Checklist* (to be provided upon request).

The contractor shall email the Form 14604 to: Archie.B.Simmons@irs.gov, and the Contracting Officer within one (1) workday of the contractor becoming aware of any change in the employment status, information access requirement, assignment, or standing of a contractor employee under this contract or order.

The vendor is responsible to ensure that any accesses (physical entry into building or work area, SBU data, SBU hard copy) are removed from the separated employee.

The change in the employment status, assignment, or standing of contractor personnel to this contract or order would not form the basis for an excusable delay for failure to perform under the terms of this contract, order, or agreement.

Briefings: IRS will conduct a 1-hour privacy awareness briefing by teleconference with the contractor employees, in addition to the required training they must take. IRS will need to conduct multiple sessions at varied times to account for shift work. Contractor must provide a site interpreter for services for hearing-impaired employees and translators for non-English speaking employees. This briefing is required before the subject's work on the contract begins.

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

NOTE: *Disposal of waste materials cannot be subcontracted.*

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

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

The documents will be reviewed to validate that adequate financial resources are available to perform the contract requirements. Documents submitted will be kept confidential, and used only for the determination of responsibility by the Government. Failure to provide the requested information in the time specified by the Government may result in the Contracting Officer not having adequate information to reach an affirmative determination of responsibility.

POSTAWARD PRODUCTION PLANS: After award but prior to live production, the contractor shall present, in writing, to the Contracting Officer within two (2) workdays of being notified to do so by the Contracting Officer or his/her representative, detailed plans for each of the following activities. The workday after notification to submit will be the first day of the schedule. If the Government requests additional information after review of plans, the contractor must submit updated plans within one (1) workday of request.

The contractor shall submit the plans as a PDF file to: Archie.B.Simmons@irs.gov with cc to: esommer@gpo.gov.

These proposed plans are subject to review and approval by the Government. The Government reserves the right to waive some or all of these plans.

Items to be included in the Production Plans are:

- 1) Processing and sorting microfilm products, as well as the security of the products and taxpayer information
- 2) Scheduled startup dates for all phases of production
- 3) How coordination/communication will flow from one production phase to another
- 4) Who will be responsible for each phase
- 5) How the product will be staged and/or shipped
- 6) Point of contact(s) for the weekday and weekend for the duration of the contract
- 7) Any other special requirements which are specific to this contract

PRE-PRODUCTION TELECONFERENCE CALL: A preproduction teleconference call will be held within two (2) workdays of certification. The purpose of the conference will be to discuss and review all aspects of the contractor's internal and external operations required to complete this contract. Attending this meeting will be representatives from the Internal Revenue Service and the Government Publishing Office. Additionally, the IRS Cybersecurity Team will be involved with the preproduction conference call.

The estimated time of call will be four (4) hours. The contractor will conduct this preproduction conference call during which the postaward production plans will be discussed and the Quality Systems Plans will be reviewed in depth.

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

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from **Date of Award through March 31, 2024**, plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail, electronically transmitted or otherwise furnished to the contractor in conformance with the schedule.

REQUIREMENTS: This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled ORDERING. The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

- The Government may issue orders that provide for shipment/delivery to or performance at multiple destinations. Items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.
- Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on Page 1.
- The Government will not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.
- Orders issued during the effective period of this contract and not completed within that time must be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders will be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.
- If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.
- Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "Ordering" clause of this contract.

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

PRIVACY ACT

(a) The contractor agrees:

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

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

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

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

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

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

1. Illegibility of bid.
2. Emails over 75 MB may not be received by GPO due to size limitations for receiving emails.
3. The bidder's email provider may have different size limitations for sending email; however, bidders are advised not to exceed GPO's stated limit.
4. When the email bid is received by GPO, it will remain unopened until the specified bid opening time. Government personnel will not validate receipt of the emailed bid prior to bid opening. GPO will use the prevailing time (specified as the local time zone) and the exact time that the email is received by GPO's email server as the official time stamp for bid receipt at the specified location.

PAYMENT: Upon completion of each order, prior to submitting a billing invoice to GPO for payment, the contractor must submit an itemized (per the SCHEDULE OF PRICES) and totaled invoice to the ordering agency for examination and certification/verification. Contractor is to e-mail/fax a copy of all billing to the IRS, Attn: Bruce Simmons (850)-766-1012, e-mail: archie.b.simmons@irs.gov.

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.

NOTE: Contractors are expected to submit invoices within 30 days of job shipping/delivery.

For more information about the billing process, refer to the General Information of the Office of Finance web page located at: <https://www.gpo.gov/how-to-work-with-us/agency/billing-and-payment>.

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

Contractor MUST fax a copy of the invoice to GPO Southeast, Attn: Program 1416-S, at (800) 270-4758 or e-mail to infosoutheast@gpo.gov.

SECTION 2. SPECIFICATIONS

TITLE: Microfilm Repackaging Services.

SCOPE: These specifications cover the processes of reviewing, identifying, inventorying, cataloging, labeling and repackaging of provided 16 mm silver microfilm rolls for subsequent archival storage at NARA.

FREQUENCY OF ORDERS/QUANTITY: It is anticipated that there will be approximately 2 orders per year; 2 pallets of microfilm per order; average of 9,667 rolls per pallet. *Although this is an option year contract, all averages, etc. are based upon one year.*

GOVERNMENT TO FURNISH:

Shipping containers containing inner boxed microfilm. Products will be provided on pallets shipped at IRS expense from Bloomington, IL.

Specialized inner boxes and outer shipping containers (“sleeve boxes”) will be provided from the IRS.

IRS small package carrier account number.

The Records Transmittal and Receipt, Form SF-135 will be furnished.

Performance Records: A *Facsimile Transmission Sheet* will be furnished to the contractor. Information such as the GPO program, jacket, and print-order numbers, quantity, and date of shipment must be filled in by the contractor and faxed to the GPO on the day shipment is due to: 800-270-4758, or e-mailed to infosoutheast@gpo.gov.

Forms 6153 – IRS Carton Label, with labeling and marking specifications for shipping containers.

IRS 3210 Forms.

Excel Spreadsheet for inventorying separated by year.

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

Weekly status report: This report will contain information items such as files received, shipments made, problems/issues, and an estimate of the upcoming week’s work. These reports are to be sent via e-mail to the address indicated on the print order. In the event that the Government e-mail is not available, the reports shall be faxed to the recipients as indicated on the print order. Additionally as print orders issued will have estimated quantities, vendor is to report actual quantity after inventorying of contents for correction and certification of final print order, prior to invoicing.

Receipt for delivery: Contractor must furnish receipts for delivery.

These receipts must include:

- The GPO jacket, program, and print order numbers;
- The total quantity delivered number of cartons, and quantity per carton;
- Date delivery made, and signature of the Government agent accepting delivery.

The original copy of this receipt must accompany the contractor’s billing for payment.

PHYSICAL STORAGE FACILITY REQUIREMENTS: Secured Perimeter – A dedicated, enclosed by slab-to-slab walls constructed of approved materials and supplemented by periodic inspection. Any lesser-type partition supplemented by UL-approved electronic intrusion detection and fire detection systems. Unless there is electronic intrusion detection devices, all doors entering the space must be locked and strict key or combination control should be exercised in accordance with ‘Locking Systems for Secured Areas’. See IRS Publication 1075 (Rev. 8-2010), for additional security

information. Cleaning must be performed by cleared employees or during the day time in the presence of cleared employees. Contractor must meet all physical security requirements as outlined in Publication 1075.

Contractor must set up a secure and exclusive network for all IRS files and related work. All files must be directly downloaded and stored onto a dedicated storage device (ie: Hard Drive) for all IRS files and related work. When the dedicated storage device is not in use, the hard drive must be stored in a *Security Container. At the completion of this contract or termination the contractor is required to send all storage devices to the ordering agency for destruction.

* **Security container requirements:** Metal containers that are lockable and have a resistance to penetration. The containers should have only two keys. Strict control of keys is mandatory. Examples are mini safes, metal lateral key lock files, and metal pull drawer cabinets with center/off center lock bars secured by padlocks. All IRS dedicated hard drives must be stored over night in the dedicated storage facility. See IRS Publication 1075 (Rev. 8-2010), for additional security information.

TASK CLOSEOUT AND TRANSITION: Upon completion of an entire cycle (which could take up to one year), the contractor shall notify the IRS via e-mail (specific contact name and e-mail address will be furnished) to request SF 135. The contractor shall then prepare and ship all Government Furnished Materials to the National Archives per the instructions. This shall include, but it not limited to, transfer of any master film stored at the contractor site, transfer of files sent for processing after the end of the performance period, transfer of the LTEX system, destruction of waste film and other materials, transfer of COM production programs and job set-up information, and any other related documentation produced for this task order. At the direction of the Government, during this close-out period, it may also be necessary to run certain jobs in parallel to identify and resolve problems before completing transition of the micrographics function.

NOTE: All furnished materials and incidentals must be returned upon completion of the contract to address(es) provided by the IRS.

Contractor requirements upon receipt of palletized microfilm and print order:

- 1) A physical inventory of packaged boxes from each Service Center must be taken and separated by each year. Inventory is then entered into an IRS provided Excel spreadsheet and reported to IRS for print order quantity verification and correction if required.
- 2) Contractor must determine which region the microfilm rolls are coming from and ensure that the Universal Location Code numbers stay in sequential order. The inventory is added to the IRS supplied spreadsheet. (This information is needed for the transmittals form SF-135 and Form 3210.)
- 3) Physical inventory of each roll of microfilm **within** each box must be taken. The contractor removes each roll of microfilm from its film box and confirms that the targets match the film box label.
- 4) The Taxpayer Identification Number/Employer ID Number along with the “from” and “to” numbers for each roll of microfilm are indexed. As each roll of microfilm is indexed, they are being placed into a new package box in sequential order. The outer box that contains the microfilm is labeled correctly in this step.
- 5) The box listing of contents is placed in each box and the transmittal Forms SF-135 and 3210 are placed in box one only.
- 6) The inner package box containing the microfilm is then placed into separate outer box, an additional 3210 and inventory of all boxes is placed inside box 1

CERTIFY FILM AND PREPARE FOR STORAGE: The contractor shall store the delivered microfilm in-house during the term of the process requirements. Care must be taken to insure that all stored microfilm is properly identified and placed in acid-proof boxes for long-term storage.

- The contractor must verify the cycle number on each reel and then place the reel in a normal acid-proof box. Each box is to be properly marked with the project (IMF/BMF), cycle number, reel number and Service Center. The reels for the BMF project are to have a 75-year retention before destruction. Calculate the destruction date by adding 75 years to the cycle number and mark on the outside of the storage container as DESTRUCTION DATE.
- IMF project destruction date is calculated by adding 30 years to the cycle number. Mark this year number on the outside of the storage carton as DESTRUCTION DATE.

PACKING: Microfilm Reels **MUST** be double boxed in the IRS supplied boxes. Contractor must notify IRS of number of boxes required after review of received palletized products.

- The inside box is 18 x 9 x 12*** and will contain two trays. Each tray will hold 44 ANSI Cartridges for a total capacity of 88. Each inside box should include a precautionary identification label including the proper shipping address and contact information. Labels must match existing labels of delivered products in type/color and typestyle, size and font used. **NOTE: THESE CONTAINERS WILL BE PROVIDED BY THE IRS.
- The outside box will be a minimum of 19 x 10 x 12**** and will hold at least one inside box. A maximum of four inside boxes can be included within an outside box. ***NOTE: THESE CONTAINERS WILL BE PROVIDED BY THE IRS.
- Shipping containers must not exceed 32 pounds when fully packed. *A copy of the SF-135 **MUST** be placed in the 1st container of all shipments to the National Archives.*
- Packing material shall contain no adhesive or chemical that would produce a degenerative effect upon the film and must be acid free and free from particulate matter. All packing material must be in accordance with ISO 18902.
- Packed products must be placed on the received pallets, prepared and wrapped for delivery.

LABELING AND MARKING PACKAGE and/or CARTON: Contractor must reproduce shipping container label from furnished facsimile (GPO Form or IRS Form, as indicated). All shipments must be packaged with materials of sufficient strength and durability and in such a manner, which will guarantee the product will not be damaged and that the package will not open or split during delivery.

Each package must be clearly marked or labeled with the contents. The following information must appear on the carton label:

- GPO Jacket, Program (ie 1491-S) and print order number;
- Purchase order number;
- Number of microfilm,
- Carton # of #,
- The “from” and “to” address.

DISTRIBUTION: The IRS will provide an IRS small package carrier account number. *Contractor must use the IRS small package carrier.*

All items must ship by traceable means and shipper must be able to provide a manifest to verify traceability. If multiple small package carriers are to be used, an account will be assigned for each carrier.

Final destination address is The National Archives and Records Administration, Central Plains Region GSA-NARA, 5351 Lee’s Summit Rd., Lee’s Summit, MO 64064-1182, ATTN: Corey Hutton, (816-268-8148), e-mail: Corey.Hutton@nara.gov and Sean Murphy, (816-268-8140), e-mail: Sean.Murphy@nara.gov

All containers and/or packages or items containing SBU material awaiting carrier pick-up MUST be kept within the secure perimeter. Only an employee with approved security clearance may hand over these containers/packages/items to ship to the carrier.

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

Furnished material will be sent to the contractor (at Government's expense).

It is anticipated that two pallets will be delivered per print order. The next print order will not be issued until completion of the prior order.

Complete production and delivery must be made as requested throughout the contract year; however, no order will be required in less than 30 workdays. Within two weeks of the print order being placed the contractor and the agency is to work out a mutually agreeable timeline.

SECTION 3. DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the “Schedule of Prices” to the following units of production which are the estimated requirements to produce one year’s work under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered during a like period of time.

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

I. (a) 38,668

SECTION 4. SCHEDULE OF PRICES

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

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

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

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item within the category that a bidder is bidding on may be declared nonresponsive.

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

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

Fractional parts of a 100' roll will be prorated at the per 100' roll rate.

The contractor is cautioned not to perform any operation(s) or produce any product(s) for which a price has not been offered under the contract. Further, the contractor is not to accept print orders which are outside the scope of the contract. Any changes made to the print order MUST be confirmed in writing by the Contracting Officer, GPO Southeast. If such orders are placed by the agency, and no Modification is received from GPO Southeast, the contractor is to notify GPO Southeast immediately. Failure to do so may result in nonpayment.

I. COMPLETE PRODUCT: Prices offered shall include the cost of all required materials and operations necessary for the complete production and packing of the product listed in accordance with these specifications.

A charge will be allowed for each separate microfilm roll. Prices must include the cost of all required materials and operations necessary for the complete review, identifying, cataloging, labeling and re-palletizing of the product listed in accordance with these specifications.

(a) All materials and operations required for processing each 100' Roll.....\$ _____

Initials

SHIPMENT(S): Shipments will be made from: City _____, State _____

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

DISCOUNTS: Discounts are offered for payment as follows: _____ Percent, _____ calendar days. See Article 12 "Discounts" of 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 email, fill out and return one copy of all pages in "SECTION 4. – SCHEDULE OF PRICES," including initialing/signing where indicated. Valid electronic signatures will be accepted in accordance with the Uniform Electronic Transactions Act, §2. Electronic signatures must be verifiable of the person authorized by the company to sign bids. *Failure to sign the signature block below may result in the bid being declared non-responsive.*

Bidder _____
(Contractor 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)

THIS SECTION FOR GPO USE ONLY

Certified by: _____
(Initials and Date)

Contracting Officer: _____
(Initials and Date)

EXHIBIT 1

Declaration for Federal Employment*

(*This form may also be used to assess fitness for federal contract employment)

Form Approved:
OMB No. 3206-0182

Instructions

The information collected on this form is used to determine your acceptability for Federal and Federal contract employment and your enrollment status in the Government's Life Insurance program. You may be asked to complete this form at any time during the hiring process. Follow instructions that the agency provides. If you are selected, before you are appointed you will be asked to update your responses on this form and on other materials submitted during the application process and then to recertify that your answers are true.

All your answers must be truthful and complete. **A false statement on any part of this declaration or attached forms or sheets may be grounds for not hiring you, or for firing you after you begin work. Also, you may be punished by a fine or imprisonment (U.S. Code, title 18, section 1001).**

Either type your responses on this form or print clearly in dark ink. If you need additional space, attach letter-size sheets (8.5" X 11"). Include your name, Social Security Number, and item number on each sheet. We recommend that you keep a photocopy of your completed form for your records.

Privacy Act Statement

The Office of Personnel Management is authorized to request this information under sections 1302, 3301, 3304, 3328, and 8716 of title 5, U. S. Code. Section 1104 of title 5 allows the Office of Personnel Management to delegate personnel management functions to other Federal agencies. If necessary, and usually in conjunction with another form or forms, this form may be used in conducting an investigation to determine your suitability or your ability to hold a security clearance, and it may be disclosed to authorized officials making similar, subsequent determinations.

Your Social Security Number (SSN) is needed to keep our records accurate, because other people may have the same name and birth date. Public Law 104-134 (April 26, 1996) asks Federal agencies to use this number to help identify individuals in agency records. Giving us your SSN or any other information is voluntary. However, if you do not give us your SSN or any other information requested, we cannot process your application. Incomplete addresses and ZIP Codes may also slow processing.

ROUTINE USES: Any disclosure of this record or information in this record is in accordance with routine uses found in System Notice OPM/GOVT-1, General Personnel Records. This system allows disclosure of information to: training facilities; organizations deciding claims for retirement, insurance, unemployment, or health benefits; officials in litigation or administrative proceedings where the Government is a party; law enforcement agencies concerning a violation of law or regulation; Federal agencies for statistical reports and studies; officials of labor organizations recognized by law in connection with representation of employees; Federal agencies or other sources requesting information for Federal agencies in connection with hiring or retaining, security clearance, security or suitability investigations, classifying jobs, contracting, or issuing licenses, grants, or other benefits; public and private organizations, including news media, which grant or publicize employee recognitions and awards; the Merit Systems Protection Board, the Office of Special Counsel, the Equal Employment Opportunity Commission, the Federal Labor Relations Authority, the National Archives and Records Administration, and Congressional offices in connection with their official functions; prospective non-Federal employers concerning tenure of employment, civil service status, length of service, and the date and nature of action for separation as shown on the SF 50 (or authorized exception) of a specifically identified individual; requesting organizations or individuals concerning the home address and other relevant information on those who might have contracted an illness or been exposed to a health hazard; authorized Federal and non-Federal agencies for use in computer matching; spouses or dependent children asking whether the employee has changed from a self-and-family to a self-only health benefits enrollment; individuals working on a contract, service, grant, cooperative agreement, or job for the Federal government; non-agency members of an agency's performance or other panel; and agency-appointed representatives of employees concerning information issued to the employees about fitness-for-duty or agency-filed disability retirement procedures.

Public Burden Statement

Public burden reporting for this collection of information is estimated to vary from 5 to 30 minutes with an average of 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to the U.S. Office of Personnel Management, Reports and Forms Manager (3206-0182), Washington, DC 20415-7900. The OMB number, 3206-0182, is valid. OPM may not collect this information, and you are not required to respond, unless this number is displayed.

EXHIBIT 1 (cont)

Declaration for Federal Employment*

Form Approved:
OMB No. 3206-0182

(*This form may also be used to assess fitness for federal contract employment)

General Information

1. **FULL NAME** (Provide your full name. If you have only initials in your name, provide them and indicate "Initial only". If you do not have a middle name, indicate "No Middle Name". If you are a "Jr.," "Sr.," etc. enter this under Suffix. First, Middle, Last, Suffix)

2. SOCIAL SECURITY NUMBER ◆	3a. PLACE OF BIRTH (Include city and state or country) ◆
3b. ARE YOU A U.S. CITIZEN? <input type="checkbox"/> YES <input type="checkbox"/> NO (If "NO", provide country of citizenship) ◆	4. DATE OF BIRTH (MM / DD / YYYY) ◆
5. OTHER NAMES EVER USED (For example, maiden name, nickname, etc.) ◆ ◆	6. PHONE NUMBERS (Include area codes) Day ◆ Night ◆

Selective Service Registration

If you are a male born after December 31, 1959, and are at least 18 years of age, civil service employment law (5 U.S.C. 3328) requires that you must register with the Selective Service System, unless you meet certain exemptions.

- 7a. Were you born a male after December 31, 1959? YES NO (If "NO", proceed to 8.)
- 7b. Have you registered with the Selective Service System? YES (If "YES", proceed to 8.) NO (If "NO", proceed to 7c.)
- 7c. If "NO," describe your reason(s) in item 16.

Military Service

8. Have you ever served in the United States military? YES (If "YES", provide information below) NO
 If your only active duty was training in the Reserves or National Guard, answer "NO."
 If you answered "YES," list the branch, dates, and type of discharge for all active duty.

Branch	From (MM/DD/YYYY)	To (MM/DD/YYYY)	Type of Discharge

Background Information

For all questions, provide all additional requested information under item 16 or on attached sheets. The circumstances of each event you list will be considered. However, in most cases you can still be considered for Federal jobs.

For questions 9, 10, and 11, your answers should include convictions resulting from a plea of *nolo contendere* (no contest), but omit (1) traffic fines of \$300 or less, (2) any violation of law committed before your 16th birthday, (3) any violation of law committed before your 18th birthday if finally decided in juvenile court or under a Youth Offender law, (4) any conviction set aside under the Federal Youth Corrections Act or similar state law, and (5) any conviction for which the record was expunged under Federal or state law.

9. During the last 7 years, have you been convicted, been imprisoned, been on probation, or been on parole? (Includes felonies, firearms or explosives violations, misdemeanors, and all other offenses.) If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the police department or court involved. YES NO
10. Have you been convicted by a military court-martial in the past 7 years? (If no military service, answer "NO.") If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the military authority or court involved. YES NO
11. Are you currently under charges for any violation of law? If "YES," use item 16 to provide the date, explanation of the charges, place of occurrence, and the name and address of the police department or court involved. YES NO
12. During the last 5 years, have you been fired from any job for any reason, did you quit after being told that you would be fired, did you leave any job by mutual agreement because of specific problems, or were you debarred from Federal employment by the Office of Personnel Management or any other Federal agency? If "YES," use item 16 to provide the date, an explanation of the problem, reason for leaving, and the employer's name and address. YES NO
13. Are you delinquent on any Federal debt? (Includes delinquencies arising from Federal taxes, loans, overpayment of benefits, and other debts to the U.S. Government, plus defaults of Federally guaranteed or insured loans such as student and home mortgage loans.) If "YES," use item 16 to provide the type, length, and amount of the delinquency or default, and steps that you are taking to correct the error or repay the debt. YES NO

EXHIBIT 1 (cont)

Declaration for Federal Employment*

Form Approved:
OMB No. 3206-0182

(*This form may also be used to assess fitness for federal contract employment)

Additional Questions

14. Do any of your relatives work for the agency or government organization to which you are submitting this form? (Include: father, mother, husband, wife, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, and half-sister.) *If "YES," use item 16 to provide the relative's name, relationship, and the department, agency, or branch of the Armed Forces for which your relativeworks.* YES NO

15. Do you receive, or have you ever applied for, retirement pay, pension, or other retired pay based on military, Federal civilian, or District of Columbia Government service? YES NO

Continuation Space / Agency Optional Questions

16. Provide details requested in items 7 through 15 and 18c in the space below or on attached sheets. Be sure to identify attached sheets with your name, Social Security Number, and item number, and to include ZIP Codes in all addresses. If any questions are printed below, please answer as instructed (*these questions are specific to your position and your agency is authorized to ask them*).

Certifications / Additional Questions

APPLICANT: If you are applying for a position and received a tentative/conditional job offer or have not yet been selected, carefully review your answers on this form and any attached sheets.

APPOINTEE: If you are being appointed, carefully review your answers on this form and any attached sheets, including any other application materials that your agency has attached to this form. If any information requires correction to be accurate as of the date you are signing, make changes on this form or the attachments and/or provide updated information on additional sheets, initialing and dating all changes and additions. When this form and all attached materials are accurate, read item 17, complete 17b, read 18, and answer 18a, 18b, and 18c as appropriate.

17. I certify that, to the best of my knowledge and belief, all of the information on and attached to this Declaration for Federal Employment, including any attached application materials, is true, correct, complete, and made in good faith. I understand that a false or fraudulent answer to any question or item on any part of this declaration or its attachments may be grounds for not hiring me, or for firing me after I begin work, and may be punishable by fine or imprisonment. I understand that any information I give may be investigated for purposes of determining eligibility for Federal employment as allowed by law or Presidential order. I consent to the release of information about my ability and fitness for Federal employment by employers, schools, law enforcement agencies, and other individuals and organizations to investigators, personnel specialists, and other authorized employees or representatives of the Federal Government. I understand that for financial or lending institutions, medical institutions, hospitals, health care professionals, and some other sources of information, a separate specific release may be needed, and I may be contacted for such a release at a later date.

17a. Applicant's Signature: _____ Date: _____
(Sign in ink) (MM / DD / YYYY)

17b. Appointee's Signature: _____ Date: _____
(Sign in ink) (MM / DD / YYYY)

Appointing Officer:
Enter Date of Appointment or Conversion
MM / DD / YYYY

18. **Appointee (Only respond if you have been employed by the Federal Government before):** Your elections of life insurance during previous Federal employment may affect your eligibility for life insurance during your new appointment. These questions are asked to help your personnel office make a correct determination.

18a. When did you leave your last Federal job? _____ Date: _____
(MM / DD / YYYY)

18b. When you worked for the Federal Government the last time, did you waive Basic Life Insurance or any type of optional life insurance? YES NO DO NOT KNOW

18c. If you answered "YES" to item 18b, did you later cancel the waiver(s)? If your answer to item 18c is "NO," use item 16 to identify the type(s) of insurance for which waivers were not canceled. YES NO DO NOT KNOW

EXHIBIT 2

Send to Individual Reset Form

**Conditional Access to Sensitive Information
Non-disclosure Agreement**

Project or contract name/number
[Redacted]

Identify the nature of contract work or special project
[Redacted]

Identify type(s) of information (e.g., documents, memoranda, reports, testimony, deliberations, maps, drawings, schematics, plans, assessments, etc.)
[Redacted]

Advised by (IRS or in the case of bureau sensitive information released to the Office of Inspector General (OIG) or Treasury Inspector General for Tax Administration (TIGTA), or the Special Inspector General for the Troubled Asset Relief Program (SIGTARP) in accordance with a written arrangement related to the official audit/investigative functions of the OIG or TIGTA or SIGTARP for that particular matter)
[Redacted]

I, [Redacted], hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain United States Government documents or material containing sensitive information.

I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive information, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.
2. As used in the Agreement, sensitive information is any information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 U.S.C. 522a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.
3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of . This approval will permit me conditional access to certain information, and/or to attend meetings in which such information is discussed or otherwise made available to me.
4. I will never divulge any sensitive information that is provided to me pursuant to this Agreement to anyone unless I have been advised in writing by the . Should I desire to make use of any sensitive information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to the IRS for security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work on to ensure that no IRS sensitive information is disclosed.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of sensitive information not consistent with the terms of this Agreement.
6. Upon signing this non-disclosure agreement, I will be permitted access to official IRS documents containing sensitive information and understand that any copies must be protected in the same manner as the originals. Any notes taken during the course of such access must also be protected in the same manner as the originals.
7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of sensitive information could compromise IRS security.
8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to sensitive information. This may serve as a basis for my being denied conditional access to the IRS information, both classified and sensitive information in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.
9. Unless and until I am provided a written release by the IRS from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my work on , and at all times thereafter.
10. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.
11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any sensitive information to which I have been given conditional access under the terms of this Agreement.

EXHIBIT 2 (cont)

Page 2

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 13526 or 13556; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.
14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government except within the Department of the Treasury as noted in item 8, above.
15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

Name	Signature	Date

This Agreement was accepted by the undersigned on behalf of the IRS as a prior condition on conditional access to sensitive information. Further release to any other third party requires execution of a nondisclosure agreement.

If applicable:

When information is shared with the Office of Inspector General or the Treasury Inspector General for Tax Administration or the Special Inspector General for TARP, for official audit/investigative purposes, the following statement must be added below the signature line. "This Agreement was accepted by the undersigned on behalf of the (identify bureau and (the Office of Inspector General or Treasury Inspector General for Tax Administration, Special Inspector General for TARP, as applicable) for conditional access to sensitive information. Further release and dissemination of (identify DO/bureau) sensitive information under this non-disclosure agreement must be in accordance with a written arrangement related to the official audit/investigative functions of the OIG or TIGTA or SIGTARP for that particular matter. Further release to any other third party requires execution of a nondisclosure agreement."

IRS COR or Business Unit Official signatory	Date
OIG or TIGTA or SIGTARP signatory	Date

EXHIBIT 2 (cont)

Page 3

**Instructions for Form 15269, Conditional Access to Sensitive Information
Non-disclosure Agreement**

Individuals assigned to perform work for the Internal Revenue Service (IRS) who require access to Sensitive But Unclassified (SBU) information must sign a Non-Disclosure Agreement (NDA). This includes federal employees and contractor employees which includes, but is not limited to:

- Subcontractors
- Interns (*paid/unpaid*)
- Document Recovery Services
- Outside Experts
- Courier and Printing Services
- Delivery Services
- Consultants
- Sign Language Interpreters

The Contracting Officer's Representative (COR) or Business Unit (BU) official, in consultation with IRS Personnel Security (PS), will determine if the individual requires access to SBU information and warrants execution of an NDA as a condition thereof. The NDA must reference the nature of access to SBU information regarding the work performed for the IRS. If an NDA is required, the following will occur:

1. COR or BU official completes the fillable information pertaining to the IRS contract or special project, i.e., contract name/number, special project details, individual's name, nature of the work/project, types of information, documents, memoranda, reports, etc. available to the individual. The NDA is sent to the individual for review and signature.
2. Individual signs and dates the agreement and returns to the COR or BU official by email.
3. COR or BU official signs and dates agreement for acceptance on behalf of the IRS.
4. COR or BU official maintains a copy of the signed NDA in the official administrative/contract file. The copy of the NDA will be retained for as long as the information is deemed sensitive.
5. COR or BU official emails the original NDA to IRS PS Contractor Security Onboarding Team at: *HCO PS Contractor Security Onboarding hco.ps.contractor.security.onboarding@irs.gov. PS will maintain the original NDA in the personnel security file for a minimum of five years or for as long as the information is deemed sensitive.
6. COR or BU official may furnish a copy of the agreement to the individual, if requested.

EXHIBIT 3

**Information Provided Concerning the Disclosure and Authorization
Pertaining to Consumer Reports pursuant to the Fair Credit
Reporting Act (FCRA)**

The attached **Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act** must be signed so we can conduct an inquiry with a credit bureau and complete your investigation. Failure to complete this form and comply with the investigative requirements for the position you currently occupy or have been selected for could result in disciplinary action, up to and including removal. If the Department of the Treasury intends to take any adverse action based in whole or in part on your credit report, you are entitled to certain protections set out in the Fair Credit Reporting Act. These protections are provided below.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (*such as agencies that sell information about check writing histories, medical records, and rental history records*). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (*your "file disclosure"*). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

EXHIBIT 3 (cont)

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.ftc.gov/credit.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks <i>(word "National" or initials "N.A." appear in or after bank's name)</i>	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks <i>(except national banks, and federal branches/agencies of foreign banks)</i>	Federal Reserve Consumer Help (FRCH) P O Box 1200 Minneapolis, MN 55480 Telephone: 888-851-1920 Website Address: www.federalreserveconsumerhelp.gov Email Address: ConsumerHelp@FederalReserve.gov
Savings associations and federally chartered savings banks <i>(word "Federal" or initials "F.S.B." appear in federal institution's name)</i>	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 855-411-2372
Federal credit unions <i>(words "Federal Credit Union" appear in institution's name)</i>	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation, Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture, Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-0219

EXHIBIT 3 (cont)

United States Department of the Treasury

Disclosure and Authorization Pertaining to Consumer Reports

Pursuant to the Fair Credit Reporting Act

This is a release for the Department of the Treasury to obtain one or more consumer/credit reports about you for an investigation in connection with your application for employment or in the course of your employment with the Department of the Treasury, including your employment as an IRS contractor. One or more reports about you may be obtained for employment purposes, including evaluating your suitability for employment, promotion or reassignment which results in a change to your position risk level, or access to classified information.

I, _____ hereby authorize the Department of the Treasury to obtain such report(s) from any consumer/credit reporting agency for employment purposes. This authorization is valid for 5 years from the signed date, or upon the termination of my employment with the Internal Revenue Service/Department of Treasury, or until the IRS has completed the investigation, whichever is sooner. If I apply for another position that requires a credit inquiry, I understand that I will be required to complete a new authorization.

(This page must be returned with your investigative paperwork)

Signature

Date

Privacy Act

This form is in compliance with the Privacy Act of 1974. Our authorized right to ask for this information is 5 U.S.C. 301 and Executive Order 10450, which established the criteria for sensitive Government positions. The information you supply by signing this release of information form will be used principally to aid in the completion of an investigation to determine your suitability for employment in the Federal service or for other employment purposes. Such purposes include, but are not limited to, a security clearance, evaluation of qualification, suitability, loyalty to the United States, and eligibility for access to government facilities, information, or information technology systems. The information obtained may be re-disclosed to other Federal agencies for the above purposes and to the extent that is authorized by law.

Your signature on this release is voluntary; however, your failure to complete this form may mean that the required information cannot be obtained to complete your investigation. This may affect your placement or security clearance prospects.

If the Department of the Treasury intends to take any adverse action based in whole or in part on your credit report, you are entitled to certain protections set out in the Fair Credit Reporting Act, 15 U.S.C. 1681b. These protections are attached for your information.

EXHIBIT 4

Contractor Security Awareness Training (SAT) Certification
(Annual and New Contractor Certification for SAT)
SAT Training Year is July 1 thru June 30.

Security Awareness Training is a requirement for Non-IRS Employees to complete within 5 business days of receiving approval of staff-like access to IRS facilities and annually thereafter during the designated training period to retain staff-like access. Unescorted Access will not be granted to IRS Facilities until training is complete. This requirement is in accordance with IRM 10.23.2, Personnel Security - Contractor Investigations.

Note: Non-IRS Employee examples are contractor employee, other government employees or their contractors, etc.

Part I—Contractor/COR Information

1. Contractor employee name		2. Contractor employee SEID	3. Contract/Agreement number
4. Task order number	5. COR/MOR name		6. COR/MOR SEID

Part 2—I certify that I completed all required Security Awareness Training (SAT) as indicated below by the date or checking N/A in the appropriate box, and understand the responsibilities required of my specific job function as explained in the briefing(s).

SAT Training	Date Training Completed	N/A
7. Inadvertent Sensitive Information Access		
8. Cybersecurity Awareness Training		
9. FMSS Facilities Management and Security Services Physical Security		
10. Privacy, Information Protection and Disclosure		
11. Unauthorized Access (UNAX) for Contractors		
12. Records Management		
13. Insider Threat Training		

Part 3—I certify that by my signature the above referenced SAT training has been completed and we have read and acknowledged the following Criminal/Civil Sanctions page. Additionally the COR/MOR will enter the completion of SAT training into the IRS system of record.

Contractor employee signature (<i>digital signature acceptable</i>)	Date
COR, Manager or Vendor POC signature (<i>digital signature acceptable</i>)	Date

FOR COR USE ONLY

All training actions have been completed. Yes No

Acknowledgment sent Yes Date _____ No Reason _____

EXHIBIT 4 (cont)

Criminal/Civil Sanctions

I understand that each officer or employee of a Non-IRS Employee at any tier to whom Sensitive But Unclassified (SBU) information may be made available or disclosed shall be notified in writing by the contractor that SBU information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such SBU information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. 18 U.S.C. Section 641 provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by fine or imprisoned up to ten years or both.

I understand that any information made available that is SBU information, shall be used only for the purpose of carrying out the provisions of this contract, and shall not be divulged or made known in any manner to any person except as authorized by (1) applicable law and (2) the contract and (3) when it is necessary in the performance of the contract.

I understand that Treas. Reg. § 301.6103(n)-1(d) requires a contractor to provide written notice to his, her, or its officers or employees that inspection of any returns or return information for an unauthorized purpose constitutes a misdemeanor, punishable upon conviction by a fine of as much as \$1,000, or imprisonment for as long as 1 year, or both, together with costs of prosecution. Further disclosure of any returns or return information for an unauthorized purpose constitutes a felony, punishable upon conviction by a fine of as much as \$5,000, or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Any unauthorized further inspection or disclosure of returns or return information may also result in an award of civil damages against any person who is not an officer or employee of the United States in an amount not less than \$1,000 for each act of unauthorized inspection or disclosure or the sum of actual damages sustained by the plaintiff as a result of the unauthorized disclosure or inspection as well as an award of costs and reasonable attorney's fees.

SBU refers to any information which if lost, stolen, misused, or accessed or altered without proper authorization, may adversely affect the national interest or the conduct of federal programs (including IRS operations), or the privacy to which individuals are entitled under the Freedom of Information Act (FOIA) (5 U.S.C. 552).

Some examples of SBU information follow:

- Tax Returns and Return Information
- Privacy Act records (records that are retrieved by individual identifier for US citizens and aliens admitted to permanent US residence)
- Documents and reports that have been marked official use only
- 26 USC 6103 protected tax returns of corporations
- Bank Secrecy Act protected reports filed by financial institutions
- 18 USC Grand Jury Information protected by Rule 6(e) of the Federal Rules of Criminal Procedure
- 18 USC 1905 Information protected under the Trade Secrets Act for entities (trade secrets, processes, operations, style of work, or apparatus, or to the identity, confidential statistical data, amount or source of any income, profits, losses, or expenditures of any person, firm, partnership, corporation, or association; or permits any income return or copy thereof or any book containing any abstract or particulars thereof to be seen or examined by any person except as provided by law.

Treas. Reg. § 301.6103(n)-1(d) requires a contractor to provide written notice to his, her, or its officers or employees that inspection of any returns or return information for an unauthorized purpose constitutes a misdemeanor, punishable upon conviction by a fine of as much as \$1,000, or imprisonment for as long as 1 year, or both, together with costs of prosecution.

Further disclosure of any returns or return information for an unauthorized purpose constitutes a felony, punishable upon conviction by a fine of as much as \$5,000, or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

Any unauthorized further inspection or disclosure of returns or return information may also result in an award of civil damages against any person who is not an officer or employee of the United States in an amount not less than \$1,000 for each act of unauthorized inspection or disclosure or the sum of actual damages sustained by the plaintiff as a result of the unauthorized disclosure or inspection as well as an award of costs and reasonable attorney's fees.

I understand that SBU information includes but is not limited to any data that is received by, recorded by, prepared by, furnished to, or collected by the IRS or a contractor on behalf of the IRS with respect to a return or with respect to the determination of the existence or possible existence of liability or the amount of liability.

EXHIBIT 5

FISMA Specialized IT Security (SITS) Roles Table

This table provides the name for each FISMA role, the number of required SITS training hours for that role and an IRM link to the details of the responsibilities of that role.

FISMA SITS Role/Responsibility	Required Hours	IRM Link
Agency Head	4	View
Authorizing Official	4	View
Authorizing Official Designated Representative	4	View
Business System Planner	4	View
Certification Agent	8	View
Chief Information Officer	4	View
Common Control Provider	8	View
Computer Audit Specialist	8	View
Contracting Officer	4	View
Contracting Officer Representative	4	View
Cyber Critical Infrastructure Protection	8	View
Database Administrator	8	View
Encryption Recovery Agent	8	View
Enterprise Architect	8	View
Functional Workstation Specialist	8	View
IDRS Security Account Administrator	8	View
IDRS Security Analyst	8	View
Information Owner	4	View
Information System Owner/Business & Functional Unit Owner	4	View
Information System Security Engineer	8	View
Information System Security Officer	8	View
Management/Program Analyst	4	View
Manager	4	View
Network Administrator	8	View
Physical Security Analyst	8	View
Physical Security Officer	4	View
Physical Security Specialist	4	View
Privacy Officer	4	View
Program Developer/Programmer	8	View
Risk Executive	4	View
SAISO/Chief Information Security Officer	8	View
Security Program Management Officer	4	View
Security Specialist	8	View
Senior Management/Executive	4	View
System Administrator	8	View
System Designer	8	View
Systems Operations Staff	8	View
Technical Support Staff	8	View
Telecommunications Specialist	8	View
User Administrator	8	View
Web Developer	8	View