

**Program 5513-S Contract Period: October 1, 2022 to September 30, 2023 plus up to 4 option years**

**TITLE: Training Manuals in Black Ink Only, over 400 Copies**

ITEM	DESCRIPTION	BASIS OF AWARD	Advantage Mailing LLC- Anaheim Anaheim, CA		NPC, Inc. Claysburg, PA		GPO ESTIMATE	
			UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
I	COMPLETE PRODUCT:Prices quoted shall include the cost of all required materials and operations necessary (including but not limited to electronic prepress, printing/duplicating, paper, drilling, binding, shrink film wrapping, packing, labeling, palletizing, sample copies, required notifications, etc.) for the complete production of the product listed in accordance with these specifications. Only one makeready charge will be allowed for each page regardless of the number of copies run. For the purposes of this contract, a page is one side of a sheet of paper. Each sheet or leaf consists of two pages. Charges for I. (1) and (2) will be allowed for each page in a product, whether printed or blank.							
(1)	Makeready and/or Setup .....per page	64,534	\$10.00	\$645,340.00	\$3.23	\$208,444.82	\$3.53	\$227,805.02
(2)	Running.....per page, 100 copies	93,330	\$15.50	\$1,446,615.00	\$3.49	\$325,721.70	\$5.66	\$528,247.80
(3)	Paper.....per 100 sheets	46,665	\$0.00	\$0.00	\$1.25	\$58,331.25	\$1.65	\$76,997.25
	<b>TOTAL OFFER :</b>			\$2,091,955.00		\$592,497.77		\$833,050.07
	<b>DISCOUNT :</b>		<b>0.50%</b>	\$10,459.78	<b>0.20%</b>	\$1,185.00	<b>2%</b>	\$16,661.00
	<b>NET OFFER :</b>			\$2,081,495.23		\$591,312.77		\$816,389.07
					<b>Award</b>			

Prepared by: KD

Proofread by:MS

U.S. GOVERNMENT PUBLISHING OFFICE  
Chicago Regional Office

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

**Training Manuals in Black Ink Only**

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

**IRS / NDC, Bloomington, IL**

Single Award

**BID OPENING:** Bids shall be publicly opened at **2 p.m.** prevailing Chicago, IL time on

**June 29, 2022.**

Due to the COVID-19 pandemic, this will NOT be a public bid opening.

**BID SUBMISSION:** Due to the COVID-19 pandemic, the physical office will NOT be open. Based on this, bidders MUST submit email bids to **bidschicago@gpo.gov** for this solicitation. See also “ADDITIONAL EMAILED BID SUBMISSION PROVISIONS” below.

No other method of bid submission will be accepted at this time.

The program number “**5513-S**” and bid opening date “**June 29, 2022**” must be specified in the subject line of the emailed bid submission. Bids received after “**2:00 p.m. Central**” on the bid opening date specified above will not be considered for award.

**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 10 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.

**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.

NOTE: Bidder must use the exact bid pages in “SECTION 4. – SCHEDULE OF PRICES,” and MUST NOT substitute their own bid formatting in their submitted bid. Substitution may result in a determination of the bid as non-responsive.

**CONTRACT TERM:** The term of this contract is for the period beginning **October 1, 2022 and ending September 30, 2023**, plus up to **2 optional 12-month extension period(s)** that may be added in accordance with the “Option to Extend the Contract Term” clause in this contract.

**NOTE: Formerly the 5546S - Changes are scattered throughout. Bidders are cautioned to familiarize themselves with all provisions of these specifications before bidding.**

**INFORMATION:** For questions about these specifications contact Mike Szopo at 312-353-3916 x4 or [mszopo@gpo.gov](mailto:mszopo@gpo.gov). Questions about these specifications should be forwarded at least 1 workday before the Bid Deadline, in order to be addressed prior to bid submission.

Email [mszopo@gpo.gov](mailto:mszopo@gpo.gov) for the exhibits.

Email requests for new award information (available approximately 2 weeks after bid opening) to GPO Chicago Front Desk at [kdodson@gpo.gov](mailto:kdodson@gpo.gov).

#### **Doing Business with GPO Customer Services during the Coronavirus Pandemic:**

Contractors should continue performance on contracts. Contractors must continue to fully comply with the terms and conditions of these contracts. Deliveries, proof approvals, and press sheet inspections for agencies may be impacted. It is requested that contractors contact a Government employee at the delivery location to confirm their availability to receive prior to shipping.

Schedules and other adjustments will be made in accordance with GPO Contract Terms. Caution should be used to safeguard all products should any delivery delays be imposed by the Government.

As a reminder, contractors must furnish contract compliance information required in accordance with GPO Contract Terms, Contract Clause 12: Notice of Compliance With Schedules.

Contractors should immediately contact your GPO contract administrator(s) and/or contracting officer(s) to identify impacted orders if any delay is anticipated, including temporarily closure of a production facility or the planned suspension of any services.

If you have any questions on a particular contract, please contact the Customer Services contract administrator and/or contracting officer for your contract (best method of communicating with them is via email). Office team e-mail addresses can be found at <https://www.gpo.gov/how-to-work-with-us/agency/services-for-agencies/procurement-services-team>.

## SECTION 1.- GENERAL TERMS AND CONDITIONS

**GPO CONTRACT TERMS:** Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 1-18) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (revised September 2019).

Contract Terms, Forms and Standards information for contractors can be found on the GPO website at <http://www.gpo.gov/how-to-work-with-us/vendors/programs-for-vendors>. The Contract Terms publication noted above can be downloaded at <http://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/qatap.pdf>.

**DOING BUSINESS WITH GPO:** Contractors wishing to do business with the GPO are referred to the GPO web site <http://www.gpo.gov/how-to-work-with-us/vendors/programs-for-vendors>, where one can register as a GPO contractor using the ‘**GPO Contractor Connection**’ link in accordance with the furnished instructions on this page.

NOTE: Prospective and existing GPO contractors are to note that as of January 1, 2008, all contractors seeking to do business with GPO must first complete and thereafter maintain the accuracy of their GPO Contractor Connection registration with the following mandatory taxpayer information boxes: “EIN/TIN #” Employer Identification Number of Taxpayer Identification Number): “Subject to Backup Withholding” (See IRS Form W-9, available for download at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>). GPO will withhold payment of invoices for work completed by any contractor who fails to provide this tax data in GPO Contractor Connection. Such invoices will be declared ineligible for payment until all requirements for payment, including providing this tax data in GPO Contractor Connection, have been satisfied.

**PREDOMINANT PRODUCTION FUNCTION:** The predominant production function is printing. The predominant production function may NOT be sub-contracted. No subcontracting is allowed for any part of this contract. All IT functions, training manual production, and document destruction must be done by the contractor.

**QUALITY ASSURANCE LEVELS AND STANDARDS:** The following levels and standards shall apply to these specifications:

Product Quality Levels:

- (a) Printing Attributes – 3.
- (b) Finishing Attributes – 3.

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

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

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

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	Supplied Files

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

- 1) Most recent profit and loss statement

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

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

**OPTION TO EXTEND THE CONTRACT TERM (OPTION YEARS):** 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 **3 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:** 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 **October 1, 2022 and ending September 30, 2023**, 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 **June 30, 2023**, 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.

**PAPER PRICE ADJUSTMENT:** Paper prices charged under this contract will be adjusted in accordance with "Table 6 - Producer Price Indexes and Percent Changes for Commodity Groupings and Individual Items" in Producer Price Indexes report, published by the Bureau of Labor Statistics (BLS), as follows:

1. BLS code 0913 for All Paper will apply to all paper required under this contract.
2. The applicable index figures for the month of **September 2022** will establish the base index.
3. There shall be no price adjustment for the first three months of the contract.
4. Price adjustments may be monthly thereafter, but only if the index varies by an amount (plus or minus) exceeding 5% by comparing the base index to the index for that month which is two months prior to the month being considered for adjustment.
5. Beginning with order placement in the fourth month, index variances will be calculated in accordance with the following formula:

$$\frac{x \text{ base index}}{\text{base index}} \times 100 = \text{ \_\_\_\_\_\_ } \%$$

where X = the index for that month which is two months prior to the month being considered for adjustment.

6. The contract adjustment amount, if any, will be the percentage calculated in 5 above less 5%.
7. Adjustments under this clause will be applied to the contractor's bid prices for line items III. (a) and (b) in the Schedule of Prices and will be effective on the first day of any month for which prices are to be adjusted.

The Contracting Officer will give written notice to the contractor of any adjustments to be applied to invoices for orders placed during months affected by this clause.

In no event, however, will any price adjustment be made which would exceed the maximum permissible under any law in effect at the time of the adjustment. The adjustment, if any, shall not be based upon the actual change in cost to the contractor, but shall be computed as provided above.

**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 **October 1, 2022 through September 30, 2023** 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 or otherwise furnished to the contractor in conformance with the schedule.

The security and confidentiality of Government legal documents handled and stored by the contractor during the execution of this contract are of critical importance. Should the preaward survey reveal a security deficiency that jeopardizes or otherwise compromises the secure and confidential operation of this contract as specified herein, the Government reserves the right to declare the contractor non-responsible if such a deficit cannot be remedied by the contractor in a timely fashion and at no additional expense to the Government.

**SECURITY WARNING FOR PROPER HANDLING:** Warning - Proper control and handling must be maintained at all times to prevent any information or materials required to produce the product ordered under these specifications from falling into unauthorized hands.

Contractor must supply a written security plan at time of award. Award is subject to approval of the security plan and subsequent cybersecurity and physical security evaluations.

**POSTAWARD CONFERENCE:** At the Government's option, a postaward conference may be held at the contractor's plant or via phone conference. One or more Government representatives will attend. If located at contractor's plant, contractor will be required to provide the on-site meeting area and have representatives available from all areas of production. Security requirements as well as printing (including quality and shipping) requirements and milestones may be discussed. No additional charge will be allowed for this requirement.

**OFFICIAL USE ONLY:** Some or all of the orders placed under this contract will be marked for "Official Use Only". "Official Use Only" and "Sensitive But unclassified" (SBU) documents are the property of the IRS and are construed to be a "thing of value" protected by statute (18 USC 641, as modified by 18 USC 3571). All copies must be accounted for and all waste and printing plates must be destroyed beyond recognition or reconstruction. No sample copies may be sent to the GPO on orders so marked. The following clauses regarding "SAFEGUARDS" and "CRIMINAL/CIVIL SANCTIONS" are applicable as follows:

**SAFEGUARDS:** Any Treasury Department information made available, which is marked "Official Use Only," 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 may be necessary in the performance of the contract.

**CRIMINAL/CIVIL SANCTIONS:** Each officer or employee of the contractor at any tier to whom "Official Use Only" information may be made available or disclosed shall be notified in writing by the contractor that "Official Use Only" 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 "Official Use Only" and SBU information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 USC Sections 641 and 3571. Section 641 of 18 USC 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 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.

**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 employee performing IRS work knows the prescribed rules of conduct and that each contractor employee is aware that he/she may be subject to criminal penalties for violations of the Privacy Act.
- (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 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.
- (i) Contractors receiving IRS SBU information shall meet the requirements set forth in IRS Publications 1075 (Exhibit 10) Publication 1075 (Rev. 11-2021) (irs.gov) and 4812 (Exhibit 11, Publication 4812 (Rev. 11-2021) (irs.gov)).

*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 managed sites using contractor 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 (Exhibit 11), 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 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 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.

- For alternate work sites the contractor shall abide by IRM 10.8.1.4.11.16 “PE-17Alternate Work Site” or Publication 4812 section 21.16 “PE-17 Alternate Work Site”. Included are requirements for incident reporting, encryption, and secure access.

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](mailto: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 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 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 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 pursuant to their IRS contract; and
4. may include deliverables and documentation associated with deliverables.

## C. Requirements

1. Contractor 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 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 5513-S contract. The contractor 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 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 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 5513-S contract. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).
6. No subcontracting is allowed on the 5513-S contract.
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.

D. Flow down of requirements to subcontractors

1. No subcontracting is allowed on the 5513-S contract.

(End of clause)

*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 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 (44U.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 (Exhibit 12). These responses pertain 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 personnel by either:

  - i. Using Form 14616 (Exhibit 4) signed and dated by the individual and authorized contractor management entity and returned to the COR. This option is used for new contractor 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 1<sup>st</sup> 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.
7. Flow down of clauses. No subcontracting is allowed on the 5513-S contract.

(End of clause)

*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) IRSSensitive 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 must provide proof of registration which can be obtained from the Selective Service website at [www.sss.gov](http://www.sss.gov);

- U.S. citizenship/lawful permanent residency compliance; if foreign-born, contractors 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](mailto: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 personnel performing any work or being granted staff-like access to IRS SBU or IRS/contractor 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.

Flow down of clauses: No subcontracting is allowed on the 5513-S contract.

(End of clause)

*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](mailto: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 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 Smart ID 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.

Flow down of clauses. No subcontracting is allowed on the 5513-S contract.

(End of clause)

**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 30<sup>th</sup>, 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 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 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 employee assigned to the contract/order shall complete Awareness Training annually by May 15<sup>th</sup>, of the current calendar year.

Existing contracts that have been modified or will be modified to include contractor 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 15<sup>th</sup>, 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 (Exhibit 6), *Contractor Separation Checklist* (to be provided upon request).

The contractor shall email the Form 14604 to [Bartholomew.s.truitt@irs.gov](mailto:Bartholomew.s.truitt@irs.gov) and [douglas.r.hayton@irs.gov](mailto:douglas.r.hayton@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.

**Secure Shredding of Damaged Copies** – Damaged photocopies must be securely shredded to a size that is unreadable to prevent disclosure of SBU information. (See “DISPOSAL OF WASTE MATERIALS.”) Chain of custody with material must be documented, and contractor personnel will conform to security requirements. Chain of custody with material must be documented, and contractor personnel will conform to security requirements.

**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 is a predominant production function and cannot be subcontracted.***

**POST-CERTIFICATION PRODUCTION AND SECURITY PLANS:** 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, a detailed production plan and security plan. 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: mszopo@gpo.gov and douglas.r.hayton@irs.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 Plan:

- 1) Processing of furnished files.
- 2) Flow from one production phase to another.
- 3) How the product will be staged and/or shipped.
- 4) Quality control through the production process.

**Security Control Plan** – The contractor shall maintain in operation, an effective security system where items by these specifications are manufactured and/or stored (awaiting distribution or disposal) to assure against theft and/or the product ordered falling into unauthorized hands. The Government retains the right to conduct on-site security reviews at any time during the term of the contract.

Items to be included in the Security Control Plan:

- 1) How Government files (data) will be secured to prevent disclosure to a third party.
- 2) Description of secure area(s) dedicated to the processing and storage of data and product, or a walled-in limited access area within the contractor's existing facility. Access to the area(s) shall be limited to security cleared employees involved in production.
- 3) Description of contractor's building security system that is monitored 24 hours a day, seven (7) days a week, and a badging/keypunch system that limits access to Government materials (data processing center/production facility and other areas where Government materials with SBU are stored or are accessible) that is only accessible by approved personnel.
- 4) How the disposal of waste materials will be handled internally.

**Information Sheet** – If the contractor is currently producing on other GPO contracts from the last week of October through the end of December, they must submit an information sheet specifying how the workload on this contract will fit into the pre-existing Government production without hampering the production/delivery schedules for all the contracts. It is estimated that there will be a need for approximately 10,000,000 impressions of capacity from the last week of October through the end of December for this contract.

**PRE-AWARD TELECONFERENCE CALLS AND MEETINGS:** The contractor will be contacted to establish several teleconference calls and meetings as specified below. Contractor must make themselves available for calls #1, #2, and #3 below within 5 work days after certification.

1) Physical Security initial call (1 hour) – contractor will be given instructions on what supporting documentation needs to be presented to IRS for specific items related to physical security. Supporting documentation will be presented at the Physical Security final meeting (#5) below. Contractor will be allowed 15 work days from this initial call to assemble supporting documentation. An alternate time frame may be possible if the IRS agrees.

2) Cybersecurity initial call (1 hour) – contractor will be given instructions on what supporting documentation needs to be presented to IRS for specific items related to cybersecurity. Supporting documentation will be presented at the Cybersecurity final meeting (#6) below. Contractor will be allowed 15 work days from this initial call to assemble supporting documentation. An alternate time frame may be possible if the IRS agrees.

3) IRS Personnel Security call (2 hours) - will discuss the information that is needed from the contractor for each employee working on this contract. Contractor will be allowed 5 work days from this initial call to assemble required documentation about IT employees that will be working on this contract. Contractor will be allowed 15 work days from this initial call to assemble required documentation about all other employees that will be working on this contract. An alternate time frame may be possible if the IRS agrees.

4) Production and Security Plans review (1 hour) – Production and Security Plans will be discussed between IRS Publishing and the contractor. Attending this meeting will be representatives from the Internal Revenue Service and the Government Publishing Office.

5) Physical Security final review meeting (up to 1 full day) – contractor will present supporting documentation to the IRS for specific items related to physical security. **At the government's option, this meeting may be held online or in-person at the contractor's facility.** Information will most likely be presented to IRS on WebEx for an online meeting.

6) Cybersecurity final review meeting (up to 3 full days) – contractor will present supporting documentation to the IRS for specific items related to cybersecurity. **At the government's option, this meeting may be held online or in-person at the contractor's facility.** Information will most likely be presented to IRS on WebEx for an online meeting.

To establish coordination of all required operations, representatives from each involved production area for the contractor should attend.

**Important for final review meetings (#5 and #6 above):**

It is crucial that the contractor have supporting documentation, as specified in the initial call, already prepared and ready for presentation for Physical Security and Cybersecurity final review meetings. If there are high-risk findings from the Physical Security and Cybersecurity final reviews, the contractor will be expected to remediate the high-risk finding in 20 work days from the final review meeting. An alternate time frame may be possible if the IRS agrees.

**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.

**RIGHTS IN DATA** (not including fonts which is provided for later in these specifications): The term "data" as used herein, includes all information in connection with the supplies and operations under the contract herein, including but not exclusive to, magnetic tapes, disks, or other magnetic or similar media, transmissions of or access to any digitized information, and any other data information furnished to or accessed by the contractor, or produced by the contractor.

All data, whether produced in the performance of this contract or delivered by the Government to the contractor for use during the performance of the contract, shall be the sole property of the Government. The contractor shall

have no rights at common law or equity and may not establish any statutory copyright in such data. The contractor shall not sell, publish, copy, or distribute any such data, in whole or in part, (other than as required by the terms of this contract), without the express written consent of the Government.

**PLANT PRODUCTION INSPECTIONS:** The Government reserves the right to have plant inspections during the production of the contract. These may be to inspect press sheets but may also be to review other aspects of production including the handling of for “OFFICIAL USE ONLY” & SBU material. Press inspections, when held, are to set a standard and are not an approval of the entire order. If press inspections are waived, the contractor must assume responsibility for the accuracy and quality of the finished product.

**REQUIREMENTS:** This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled “Ordering”.

The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract; if the Government’s requirements for the items set forth herein do not result in orders in the amounts or quantities described as “estimated”, it shall not constitute the basis for an equitable price adjustment under this contract. The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time are to be completed by the contractor within the time specified in the order. The rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

When production covered by this contract is required before the dates specified under this contract, and the contractor will not accept the accelerated schedule, the Government may procure this requirement from another source for that accelerated schedule.

The Government may issue orders which provide for shipment/delivery to, or performance at, multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the “Ordering” clause of this contract.

**OPTIONS:** Whenever an option is indicated in the specifications, it is the Government’s option, not the contractor’s, unless it is specifically stated otherwise.

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

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

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

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

NOTE: In addition, contractor is required to email delivery receipts and final invoice in PDF format to originator of each GPO Form 2511 print order. All documents should be in one PDF file. Originator’s email address will be found at the bottom of each GPO Form 2511 print order. Subject line of the email will be the print order number.

**CONTRACTOR MUST ITEMIZE INVOICES FOR PAYMENT TO MATCH  
THE SCHEDULE OF PRICES FORMAT.**

**FAILURE TO ITEMIZE IN ACCORDANCE WITH THE SCHEDULE OF PRICES MAY RESULT IN  
DELAYED PAYMENT.**

**RECEIPTS FOR DELIVERY:** Contractor must furnish their own receipts for delivery. These receipts must include the GPO jacket, program, and print order numbers, total quantity shipped and/or delivered, number of cartons and quantity per carton; date delivery made; and signature of the Government agent accepting delivery. Original copy of these receipts or other acceptable proof must accompany the contractor's voucher for payment.



## SECTION 2.- SPECIFICATIONS

**SCOPE:** These specifications cover the production of looseleaf books and pamphlets requiring such operations as materials pickup, electronic prepress, printing in black only, drilling, binding, shrink film wrapping, packing, labeling and distribution.

**TITLE:** Training Manuals in Black Ink Only.

Although this is an option year contract, all estimates are based upon one year's production.

**FREQUENCY OF ORDERS:** Approximately 205 orders per year. Most orders will be placed in the months of October, November, and December. Although most orders will be placed during these 3 months, the majority of orders will be placed within a shorter period of time, usually within a timeframe of just a few weeks. It is anticipated that some orders will be placed individually but that more often multiple print orders will be placed concurrently. Schedules of print orders will overlap.

It is anticipated that approx. 90% or more of the total orders will be placed from the last week of October through the end of November. A quantity of work orders, approximately 8, will be placed throughout the remainder of the year.

It is estimated that there will be a need for approximately 10,000,000 impressions of capacity from the last week of October through the end of December. (See sample work orders, Exhibit 13).

Orders will be placed as they are required. When orders are grouped, contractor will be obligated to accept ALL orders required by the Government. During these busy months, up to 18 orders may be placed in one day, or on consecutive days. Often, the busiest time for placement of orders is November/December and production may run into the Christmas holiday period.

The work placed under this contract is time critical. As part of the preaward survey process, contractor(s) being considered for award will be required to confirm in writing their understanding of the schedule requirements of the contract, and to confirm their ability to produce the requirements in the contract on schedule including possible request for submission of equipment list, staffing resources and similar information. At the discretion of the contracting officer, this requirement may be waived if the contractor has previously satisfactorily produced these requirements. Failure to confirm understanding of these requirements and ability to fulfill all orders on time may be sufficient reason to declare the contractor non-responsible.

### QUANTITY:

It is estimated that orders will range from 2 to 2,000 copies per order. An occasional order may exceed 2,000 copies per order, up to 6,000 copies per order.

No. of Copies	Est. % of Orders
2-20 copies	25%
21-200 copies	48%
201-400 copies	14%
401-800	8%
801 – 1,500 copies	4%
1,501 – 3,000 copies	1%

The contractor must ship the exact quantity ordered on the individual print order. Shortages are NOT acceptable and contractor will be required to be reprint to make up shortages. Although quantities indicated on the print order are exact (no plus or minus), contractor should compute whatever spoilage factor is required in order to provide the exact quantities ordered to the Government.

**NUMBER OF PAGES:** It is estimated that total pages per publication will range from 4 pages to 1,200 pages. An occasional order may exceed 1,200 pages. Publications are self-cover.

**TOTAL NUMBER OF PAGES**

<b>No. of Pages</b>	<b>Est. % of Orders</b>
Up to 150	28%
152 – 300	30%
302 – 450	21%
452 – 600	10%
602 – 1,000	8%
1,002 – 1,200	3%

**TRIM SIZE:** 8-1/2 x 11".

**GOVERNMENT TO FURNISH:**

Furnished Files: Electronic files in Adobe Acrobat PDF (RGB) format, created in a Windows platform, will be furnished via email or sent to contractor administered FTP, or at the Government's option electronic files on CD/DVD delivered via express carrier. If IRS cybersecurity deems email or FTP unacceptable, contractor must be able to establish a SDT (Secure Data Transfer). Files will be encrypted using SecureZIP by PK Ware.

Contractor must be able to use the latest version of Adobe Acrobat as well as be backwards compatible. At the Government's option, electronic files may be furnished on media such as CD-ROM or sent to contractor's FTP site.

Print Order (GPO Form 2511). Print orders will generally be sent via email or to contractor administered FTP site. Contractor must be able to accept via email and/or contractor administered FTP. If IRS cybersecurity deems email or FTP unacceptable, contractor must be able to establish a SDT (Secure Data Transfer).

The following material will be furnished for use in distribution:

1. Distribution list. Distribution List (Form 2040 F/T) (Exhibit 7) or other distribution list will be furnished in Acrobat PDF format or Excel via email with each order. Each distribution list will contain the names, addresses and contact information of all potential shipping destinations. Destinations that will receive copies will have a quantity designated. If the quantity field is left blank, then there is no shipment to that destination for that order.
2. Electronic file for IRS Package/Carton Labels (IRS Form 6153) will be included with each order. This label must be reproduced by the contractor on white or yellow stock, as specified on the individual print order. It is anticipated that most orders will specify yellow stock. Contractor will be required to complete all labels from the information provided on the Form 2040 F/T Distribution List. Delivery address may be printed on the label(s) or may be required to be inserted by the contractor, carton number of total (e.g., 1 of 3, 2 of 3, 3 of 3) in shipment, and similar. Occasionally, more than one label may be furnished and contractor is cautioned to use the correct label for the correct destination.
3. IRS Identification Label, yellow, crack and peel, 8 x 5-1/4", (IRS Doc. 6042). Contractor does not need to reproduce these. Actual labels will be furnished with the print order or stock will be furnished in advance for the contractor to hold and use. If furnished in advance, contractor must notify the IRS when stock is close to depletion. This is not in lieu of the IRS Package/Carton Label (IRS Form 6153) but will be in addition to it. This will be required on all orders unless specifically specified otherwise.

4. List of recipients for e-mail notification of shipping. At the Government's option, this list may be furnished to the contractor at the beginning of the contract, when the first print order is awarded, with individual print orders, or shortly thereafter. Currently there are approximately 40 recipients for e-mail notification. This quantity will change (increase or decrease) during the term of the contract. Contractor will be required to update this recipient list as changes are made. Contractor must notify the entire list of e-mail recipients on the same day that shipping is made. The IRS will provide the contractor with a general format (see "Exhibit 8"). Notification must be sent on every print order unless specified otherwise.

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

The contractor is required to have Internet access provided through an Internet Service Provider, an email account, and a web browser equivalent to Internet Explorer 6.0 or Microsoft Edge version 96.0.1054.57. The contractor is also required to have Adobe Acrobat 9.1 (or higher) software (not Adobe Reader). The contractor is required to purchase SecureZIP by PK Ware. The contractor must furnish an email address for the IRS to email the forms mentioned above.

The contractor must be able to send and receive password-encrypted, zipped files via email. The contractor must have established a secure FTP site to receive files. The FTP site must be administered by the contractor. It is possible that SDT (Secure Data Transfer) may need to be established with the vendor. If IRS cybersecurity deems email or FTP unacceptable, contractor must be able to establish a SDT (Secure Data Transfer) for the duration of this contract.

**ELECTRONIC PREPRESS:** Prior to image processing, the contractor shall perform a basic check (preflight) of furnished media and files to assure accurate output of the required reproduction image. Any errors, media damage or data corruption that might interfere with proper file imaging must be reported to the Agency and GPO in sufficient time to comply with the shipping schedule. The contractor shall create or alter any necessary trapping, set proper screen angles and screen frequency, and define file output selection for the imaging device being utilized. Furnished files must be imaged as necessary to meet the assigned quality level. Contractor must maintain the latest version of all programs and operating systems used in this contract as well as maintain backwards-compatibility.

**COMPOSITION:** Type and rules generated from furnished electronic media must be produced on a high resolution output device producing quality equal or better than an image resolution of 600 dpi.

Proofs will NOT be required. The contractor will be responsible for performing all necessary proofreading to insure that the final product is in conformity with the electronic files submitted.

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

NOTICE: Copies of the "Government Paper Specifications Standards, No. 12," dated March 2011, are for sale, on a subscription basis, by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402; or available in PDF format on the GPO website at <http://www.gpo.gov/vendors/sfas.htm>.

White Offset Book, basis size 25 x 38", 50 lbs. per 500 sheets, equal to JCP Code A60, or, at contractor's option, White Writing or White Xerographic Bond, basis size 17 x 22", 20 lbs. per 500 sheets, equal to JCP Code D10 or O60. No mix permitted in any one print order.

**PRINTING/DUPLICATING AND INKS:** Print head to head in black only. Text will be line copy, but may include screen tints and/or halftones. Contractor is not permitted to add blank pages in an attempt to create even signatures. Blanks may only be added by the ordering agency.

At contractor's option, the products in these specifications may be produced via conventional offset or digital printing, provided that Quality Level 3 standards are maintained. Final output must be a minimum of 150 line screen and at a minimum resolution of 1200 x 1200 x 1 dpi or 600 x 600 x 4 bit depth technology.

**MARGINS:** No bleeds, follow copy.

**IDENTIFICATION MARKINGS:** Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried on copy or film, must not print on finished product.

**DRILLING:** All orders drill three 3/8", 5/16, or 1/4" diameter round holes (as specified on the print order), 4-1/4" center to center, centered on the left 11" side, with center of holes to be 3/8" from bind edge of product. If hole size is not specified on the print order, use 3/8" diameter holes. No additional charge allowed for this operation.

**BINDING AND SHRINK FILM WRAPPING:** Collate in sequence, and trim 4 sides. Contractor not required to trim four sides if printed/duplicated on 8-1/2 x 11" sheets. Shrink film wrap each book, unless specifically stated otherwise on the print order. However, it is anticipated that all orders will require shrink wraps. Add a chipboard back to each book under 100 pages to keep from curling. No additional charge will be allowed for those operations.

**LABELING AND MARKING:** As an exception to GPO Contract Terms (GPO Pub. 310.2), the Government may choose to correct improper, partial, or incorrect labeling, and charge all costs to the contractor. No additional charges will be allowed for the labeling and marking requirements. The IRS Form 6153 Package/Carton Label is used in lieu of the GPO Form 905 Label.

IRS Package/Carton Labels (IRS Form 6153) are required for each order. A partially completed form (or forms) customized for that print order will be furnished with each print order. This may be furnished as hard copy, fax, or via e-mail. Contractor must reproduce the forms on either white stock or bright yellow stock as ordered by the Government. Label color will be indicated on individual GPO Form 2511 Print Order. Contractor must reproduce the forms and complete the required information. Note that although contractor may be able to preprint some of the information prior to reproducing, other information such as the carton number in the total must be added afterwards. Sometimes more than one form will be furnished for reproduction. Usually, this will then have different addresses in the "deliver to" area. Sometimes that area will be completed by the IRS and sometimes the contractor will need to complete that area from the information on the distribution list. Contractor must take care that the correct forms are used for the correct destinations. All information completed by the contractor must be in black ink. Contractor must affix a label to one end of each shipping container.

Each package must be clearly labeled with the GPO Jacket Number, Program Number, Print Order Number, IRS Requisition Number, Training Publication Number (including date) and quantity therein. All of the information must be included on the label.

IRS Identification Labels (IRS Doc. 6042) must be affixed to both long sides of all containers. These labels must be used unless the individual print order specifies otherwise. Contractor does not need to reproduce these labels. As previously indicated in these specifications, these labels will either be furnished with the individual print orders or contractor will be supplied with a bulk supply of the labels for use under this contract.

**PACKING:** Cartons or pallets containing more than one product title (combined orders) are not permitted. Do NOT combine orders within a container, pallet, or shipment.

Insert single or multiple copies (up to 100 leaves or 1 lb.) into kraft envelopes. Quantities over 100 leaves (or 1 lb.), up to 12 pounds, must be inserted into cushioned shipping bags (maximum gross weight 14 pounds). Pack quantities greater than 12 lbs. pack suitable in shipping containers not to exceed 32 lbs. per container.

Use only new corrugated or solid fiberboard containers with a minimum bursting strength of 200 p.s.i..

**Shipping containers for shipments must be 17-1/2 x 11-1/2 x 7-1/4". This is the only acceptable size container – NO EXCEPTIONS.**

Bottom flaps may be glued, stapled, or sealed with polyester tape 2 to 3" width, minimum 65 lbs./inch transverse tensile strength. If stapled, cartons must be stapled before packing and without damage to the product. Cartons are to be sealed at the top with 2 to 3" paper or polyester tape (not reinforced).

Do not mix different publications within any shipping unit (envelopes, bags, containers, pallet, or shipment.)

**PALLETIZING:** Quantities per destination of a single publication, that weighs 750 lbs. or more, must be palletized. Do NOT mix different publications on a pallet. All containers on a pallet must be the same publication. Pallets should be full pallets where possible but do not mix different publications to get a full pallet. Do not have more than one partial pallet of the same publications title in a shipment.

The IRS has specific pallet requirements that must be followed; See Exhibit 9.

Cartons must be securely fastened to the pallet to prevent movement but permit removal without damage to the cartons. Pallets shall contain 54 cartons and be stacked, 9 cartons to a layer, 6 layers high, in reverse layer pattern, with maximum height including pallet of 55".

Except for size, pallets for IRS must conform with Federal Specifications NN-P-71C, and any amendments thereto as follows: Type III, Group 2 or 3, four way (partial) flush pallet, size L48" x W40", with a single center stringer. Full entry must be on the 40" width. Do NOT use metal strapping or pallet caps for securing material.

This is the only type pallet that will be accepted by IRS. Incorrect pallets must be corrected. As an exception to GPO Contract Terms (GPO Pub. 310.2), the Government may choose to correct packaging and palletizing deficiencies and charge all costs to the contractor.

**GPO "VERIFICATION OF DELIVERY":** Contractor MUST email delivery verification information to [VerifyChicago@gpo.gov](mailto:VerifyChicago@gpo.gov) WITHIN 24 HOURS OF DELIVERY. Enter Program and Print Order numbers in the subject line, and in the body of the message indicate the method of shipment and the delivery date. If a contract specifies a shipping method of f.o.b. contractor city (at government's expense), enter the date of shipment. If a contract specifies f.o.b. destination (at contractor's expense), enter the date of delivery. If a contract specifies a combination of both methods, include all shipping and delivery dates. **Failure to provide this information for each print order may result in delayed payment of invoices.**

**RECEIPTS FOR DELIVERY:** Contractor must furnish their own receipts for delivery. These receipts must include the GPO jacket, program, and print order numbers; total quantity shipped and/or delivered, number of cartons, and quantity per carton; date delivery made; and signature of the Government agent accepting delivery. The original copy of these receipts or other acceptable proof must accompany the contractor's voucher for payment.

**DISTRIBUTION - f.o.b. contractor's city (at government's expense):** Shipping to various destinations throughout the United States. Generally, each order will have multiple destinations. For most orders, destinations range from 2 to 7. Occasionally, additional destinations may be required. It is unusual for the total number of destinations to exceed 20, but may be possible on an infrequent basis (not including the sample copies.) See Sample Distribution List – (Exhibit 7). Additional distribution may be supplied in Excel spreadsheet format.

Shipments up to 750 lbs. per destination per print order. Shipments that are up to 750 lbs. per individual destination on a print order are to be shipped via the Government's designated small package carrier. Contractor must use the small package carrier designated by the Government. The designated carrier may change during the term of the contract. The Government will provide the contractor with the account number to be used. Contractor MUST use this account number for these shipments. This account number can only be used for IRS designated

shipments under this contract. The account number cannot be used for private use. It cannot be used for any other contracts unless those are IRS contracts where its use is specifically authorized.

Occasionally, the contractor may be required to use an expedited delivery service, such as an overnight service for a portion or all of a print order. This is not covered under the IRS shipping account. For destinations specifically designated on the print order, contractor is to ship reimbursable using the service designated on the print order (e.g., overnight delivery by 10:30 a.m., two day, etc.). Contractor must send at their expense and they will be reimbursed for the actual shipping charges. Contractor will be required to submit a copy of the carrier's billing with their invoice for reimbursement. Do NOT send orders using other than the IRS account number unless the expedited service is specially authorized on the print order.

Shipments over 750 lbs. per destination per print order (Freight). Shipments that are over 750 lbs. are to be sent via freight carrier. The IRS will provide the Government Bill(s) of Lading (GBLs) for each required destination per print order. It is not anticipated that "blank" or "partially completed" GBLs will be provided for general use under this contract but rather that IRS GBLs will be provided per print order when required. At the Government's option, these GBLs may be provided as hard copy, via fax, or via email. It is anticipated that email will be most often used and contractor must be able to accept via this means. If GBLs are furnished, specific instructions will be furnished with them which the contractor must follow. Contractor must use the Government designated carrier. Use of a carrier other than the designated carrier, without the express permission of the IRS, is not authorized. The IRS will not pay for shipping charges for other than their designated carrier(s). It is anticipated that GBLs will be furnished via email two days in advance of shipment. However, sometimes GBLs will not be furnished until the actual ship date. GBLs may be accompanied by instructions for "distribution" as well as the designated carrier. Contractor must follow those instructions. GBLs are obligating documents and GBLs furnished for one print order under this contract cannot be used for another agency, contract, print order, shipment, or any other use.

NOTE: Contractor is not to combine shipments from one print order with another, even if going to the same destination(s). All print orders must be considered individually. This applies to all shipments – whether sent via small package carrier or via Government Bill of Lading.

**EMAIL REPORTS:** Contractor will be required to email a shipping notification (Exhibit 8) to a list of approximately 40 names which must be sent every day that material leaves the contractor's plant. This applies to all orders unless otherwise instructed. Although the same basic list is used for all orders, additions and deletions will be made during the term of the contract. Contractor will be required to update and maintain this list.

**TIME CRITICAL:** Notify [mszopo@gpo.gov](mailto:mszopo@gpo.gov) of the delivery status in the morning 2 days prior to the first shipment to meet the at destination delivery date.

This is a time-critical order. For the purpose of this contract, the provision in GPO Contract Terms Pub. 310.2 (Rev. 6-01) for schedule extensions does not apply. No automatic extensions of schedules will be made. All interested contractors must commit to the original schedule. Shipments must be made by a carrier that will guarantee delivery at destination within the specified schedule. Carrier's "targets" in lieu of "guaranteed" deliveries will not be acceptable.

**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).

No definite dates can be predetermined for placement of orders. Contractor will be notified by email when furnished material has been transmitted.

All pickups and deliveries must be made Monday through Friday, exclusive of Federal Holidays, before 3:30 pm local prevailing time at pickup/delivery destination.

The following schedule begins the workday after notification of availability of furnished materials and print order.

Complete production and shipping, as indicated on the individual print order, must be made by the contractor within 5 workdays. The government's needs will determine the number of workdays allowed. The print order will indicate the method of shipment required if other than normal IRS designated carrier service.

For example, for materials available on Monday, November 7, 2022 on an order with a 5 workday schedule, product must ship complete by Tuesday, November 15, 2022. (November 11 is a Federal Holiday)

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

### 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 orders under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered during the term of this contract.

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

I.	(1)	64,534
	(2)	93,330
	(3)	46,665

Transportation charges are a factor in determining award.

Bidders shall state the location of the plant from which this product(s) will be shipped.

For the purposes of bid evaluation, the following freight shipments (over 750 lbs.) will be used as a factor for transportation charges in determining award. Note: Freight charges are paid by the Government, not the contractor. Contractor does not supply freight prices for these shipments.

<b>DESTINATION</b>	<b>FREIGHT WEIGHT, LBS PER ORDER</b>	
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Austin, TX 78741

3,343	1,058
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Kansas City, MO 64108

925	1,057
1,148	828
792	785
983	



#### **SECTION 4.- SCHEDULE OF PRICES**

Bids offered are F.O.B. Contractor's City.

**SUBMISSION OF OFFERS AND EVALUATION:** 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.

Bids submitted with NB (No Bid) or blank spaces for an item 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.

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.

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 orders which are outside the scope of the contract. Any changes made to an order MUST be confirmed in writing by the Contracting Officer, Chicago GPO. If such orders are placed by the agency, and no Modification is received from Chicago GPO, the contractor is to notify GPO Chicago immediately. Failure to do so may result in nonpayment.

**CONTRACTOR'S INVOICE FOR PAYMENT MUST BE ITEMIZED IN ACCORDANCE WITH THE SCHEDULE OF PRICES. FAILURE TO ITEMIZE IN ACCORDANCE WITH THE SCHEDULE OF PRICES MAY RESULT IN DELAYED PAYMENT.**

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

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

**I. COMPLETE PRODUCT** Prices quoted shall include the cost of all required materials and operations necessary (including but not limited to electronic prepress, printing/duplicating, paper, drilling, binding, shrink film wrapping, packing, labeling, palletizing, sample copies, required notifications, etc.) for the complete production of the product listed in accordance with these specifications.

Only one makeready charge will be allowed for each page regardless of the number of copies run.

For the purposes of this contract, a page is one side of a sheet of paper. Each sheet or leaf consists of two pages. Charges for I. (1) and (2) will be allowed for each page in a product, whether printed or blank.

- (1) Makeready and/or setup ..... per page.....\$ \_\_\_\_\_
- (2) Running..... per page, per 100 copies .....\$ \_\_\_\_\_
- (3) Paper..... per 100 sheets.....\$ \_\_\_\_\_

\_\_\_\_\_  
(Initials)

**(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID**

**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 completed copy of all applicable pages that include the Jacket Number, Bid Price, Additional Rate, Discounts, Amendments, Bid Acceptance Period, and Bidder's Name and Signature, including 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 State and 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)

\_\_\_\_\_  
(Initials)

\*\*\*\*\*

**THIS SECTION FOR GPO USE ONLY**

Certified by: \_\_\_\_\_ Date: \_\_\_\_\_ Contracting Officer: \_\_\_\_\_ Date: \_\_\_\_\_  
(Initials) (Initials)

\*\*\*\*\*

**(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)**