1491S	10/1/17 Thru 9/30/18 (4 Opt. Yrs.)								
		BASIS	Data Management Intl		e-Beam		GPO Estimate		
ITEM		OF	New Castle, DE		Shelton, CT				
NUMBER	ITEM DESCRIPTION	AWARD	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	
I	COMPLETE PRODUCT:								
(a)	First Generation Silver Master Roll (per 100' roll)	5,849	31.00	181,319.00	35.95	210,271.55	34.95	204,422.55	
(b)	Second Generation Diazo Duplicate (per 100' roll)	5,849	9.00	52,641.00	12.95	75,744.55	9.45	55,273.05	
II.	ADDITIONAL OPERATIONS:								
(a)	Respooling & relabeling older cartridges for use on new equipment (each cartridge)	1	20.00	20.00	4.50	4.50	4.50	4.50	
	TOTAL			233,980.00		286,020.60		259,700.10	
	DISCOUNT		2.00%	4,679.60	2.00%	5,720.41	0.00%	0.00	
	NET TOTAL			229,300.40		280,300.19		259,700.10	
			AWARDED						

Program 1491-S
Specifications by RGH
Reviewed by EBR EBR

BID INVITATION

U.S. GOVERNMENT PUBLISHING OFFICE
Atlanta, GA

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Microfilm and Related Services

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

Department of the Treasury – Internal Revenue Service
Atlanta, GA

Single Award

CONTRACT TERM: The term of this contract is for the period beginning October 1, 2017 and ending September 30, 2018, plus up to four optional 12-month extension periods that may be added in accordance with the "Option to Extend the Contract Term" clause in this contract.

PLEASE NOTE: These specifications have been revised; therefore, all bidders are cautioned to familiarize themselves with all provisions of these specifications before bidding with particular attention to boxing requirements in "PACKING" and current service centers addresses in "DISTRIBUTION".

ABSTRACT OF PREVIOUS PRICES IS AVAILABLE
on the internet (http://www.gpo.gov/gpo/abstracts/abstract.action?region=Atlanta)

NOTE: Direct all questions of a technical nature concerning these specifications to Randy Hallford, (404) 605-9160, ext. 32709 or rhallford@gpo.gov. Refer all other questions to the contract administrator Amina Harvey, (404) 605-9160, ext. 32712, or aharvey@gpo.gov. No collect calls.

BID OPENING: Bids shall be publicly opened at 2 p.m., prevailing Atlanta, GA time on September 22, 2017.

BID SUBMISSION: Facsimile bids are acceptable (see GPO Contract Terms, Pub. 310.2, Rev. June 2001). To submit a bid, the contractor must return a signed and completed GPO Bid Form 910 and a completed "Schedule of Prices", which are included at the end of this specification.

Send bids to U.S. Government Publishing Office, 3715 Northside Parkway NW, Suite 4-305 Atlanta, GA 30327 or fax bids to **404-605-9185 or 404-605-9186.**

All GPO publications referenced in these specifications (including GPO Form 910) are available on the GPO website (https://contractorconnection.gpo.gov/).

NOTE: SPECIAL ATTENTION IS DIRECTED TO THE IRS SECURITY REQUIREMENTS.

SECTION 1. GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Pub. 310.2, effective December 1, 1987 (Rev. 6-01), and GPO Contract Terms, Quality Assurance Through Attributes Program for Microforms (GPO Publication 310.3, effective August 31, 1988, (Rev. 1-95). Additionally, current (and any amendments thereto) of ANSI/ASQC Z1.4 and ISO Standards must also be met.

DISPUTES CLAUSE: GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008 clause found at www.gpo.gov/pdfs/vendors/contractdisputes.pdf. This clause cancels and supersedes any other disputes language currently included in existing contractual actions.

SUBCONTRACTING: Subcontracting will not be allowed.

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

(1) Environmental Storage controls that assure humidity and temperature is within ISO 18911.

(2) Environmental air quality controls in microfilming and duplicating areas that meet ISO 14644-1 and ISO 14644-2 for Class 1000.

(3) Controls that assure that the raw materials meet all applicable requirements, and that proper storage and issuing procedures are followed.

(4) Controls that assure all steps in the process generate products that conform to all requirements of this contract.

(5) Maintenance and calibration records on all applicable production and inspection equipment.

(6) Inspection procedures and adequate records to assure conformance to all requirements of this contract.

(7) Other applicable quality assurance records, such as, raw material certifications, condition and timeliness of furnished materials, and outside laboratory analyses if performed.

IMAGE STABILITY: The contractor must submit certification, from an independent testing agency, that residual thiosulfate concentrations are in compliance with ISO 18911. The certificate must indicate that the test procedure utilized was the Methylene Blue Method as described in ISO 18917.

DEFINITION: The longevity of microforms will be based on the LE rating system published in a revision of ISO 18919, Silver-Gelatin Type – Specifications for Stability. The LE stands for the "life expectancy" of film when stored under specified storage conditions. For example, an LE-100 designation would indicate an estimated life expectancy of 100 years and an LE-10 a minimum of 10 years.

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

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

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

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from **October 1, 2017 through September 30, 2018**, 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 index "Commodities Less Food" under the Special Indexes category on "Table 2 –Consumer Price Index For All Urban Consumers (CPI-U): U.S. City Average, by expenditure category and commodity and service group" 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 3 months prior to the beginning of the contract, 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.

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.

PREAWARD TEST: At the Government's option, a preaward test may be required to insure that the contractor possesses the ability to produce the microfilm in accordance with these specifications. This test shall take place within 10 workdays of the bid opening. If the contractor fails the first test, the reason(s) for the failure will be conveyed to the contractor, and he/she will be allowed to make the appropriate corrections. The number of workdays allowed for the testing will be based upon the needs of the Government. A maximum of TWO attempts will be allowed.

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

PRIOR TO AWARD: Contractor to sign and return nondisclosure statement (Exhibit A). Prior to award, contractor must complete and submit:

- A copy of any Internal security review and findings the contractor may have made within the previous 12 months
- A narrative description of the vendor's proposal to comply with required security measures
- A copy of all the vendor's policies and procedures relating to security
- An organization listing or chart, if available
- A Contractor Facility Security Survey Checklist.

These documents will be reviewed and analyzed by both Physical Security and Cybersecurity and any other security components, if implicated, for completeness, accuracy and compliance to security standards. Any questions identified during the analysis will be coordinated with the GPO for clarification and verification.

After coordination with Security personnel, a recommendation on whether the contractor is able to meet the security standards will be made to GPO.

POST AWARD CONFERENCE: In order to ensure that the contractor fully understands the total requirements of the job as indicated in these specifications, a Government representatives may conduct a conference with the contractor's representatives at the contractor's plant, immediately after award. Contractor will be notified of exact date and location. **CONTRACTOR IS RESPONSIBLE FOR HIS / HER EXPENSES RELATED TO THE POSTAWARD CONFERENCE.**

PAYMENT: Contractor is authorized to submit partial billing to cover the production and shipment of microfilm to the individual service centers on the distribution as each portion of the order is made available.

Before any billing will be accepted by GPO for payment, an itemized (per the Schedule of Prices – page 20-21) and totaled statement for each print order MUST be submitted to the ordering agency for examination and certification as to the correctness of the bill as applicable to the work performed. *This certification by the ordering agency will suffice in lieu of submitting a completed sample with the contractor's bill. Contractor is to fax a copy of all billing to the IRS, Attn: Chuck Dommel (916)-974-5097.

After examination and certification of the billing, by the ordering agency, all billing must be submitted to:

1) Comptroller FMCE, Office of Financial Management Services, U.S. Government Publishing Office, Washington, DC 20401. Using the GPO barcode cover sheet and faxing your invoice to GPO is the fastest and safest method of getting paid. Visit the following website for complete instructions on preparing your voucher and barcode cover page: http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html. ***Each invoice for partial payment MUST include a confirmation from the IRS that the partial shipment has been received.**

2) Contractor MUST fax a copy of the bill to GPO Atlanta, Attn: Program 1491-S, at (800) 270-4758 or e-mail to *infoatlanta@gpo.gov*.

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from Date of Award through September 30, 2018, 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, faxed, e-mailed or otherwise furnished to the contractor in conformance with the schedule.

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

- The Government may issue orders that provide for shipment/delivery to or performance at multiple destinations. Items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

- Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on Page 1.

- The Government will not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

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

- If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

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

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

POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION:

(a) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) During performance, in whole or in part, of this contract on a Federal facility, the Contractor shall provide to the Contracting Officer all information needed by the Federal facility to comply with the

emergency planning reporting requirements of Section 302 of EPCRA, the emergency notice requirements of Section 304 of EPCRA, the list of Material Data Safety Sheets required by Section 311 of EPCRA, the emergency and hazardous chemical inventory forms of Section 312 of EPCRA, and the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

SECTION 2. SPECIFICATIONS

TITLE: Microfilm and Related Services.

SCOPE: These specifications cover the production of microfilm requiring such operations as pickup (ie: download files), inspection and preparation, indexing, microfilming, duplicating, image ("blip") marks, collating (reel layout), packing, labeling and marking, and distribution. The contractor must support a complete range of micrographics services. These services shall include the creation of job setups for new projects, and the modification (when required) to existing setups; filming of COM applications in 16mm; wet processing of gelatin based silver halide films; diazo duplication for roll film applications; quality assurance checks; film splicing; cartridge loading; the creation of independent indexes as required; and the packaging, labeling, and shipment of output in a timely manner.

- Microfilm: 16mm x 30.5 meters (100 ft.). Polyester based, silver halide (gelatin emulsion) film shall be used. Film thickness shall be 4.0 mils for the masters and 2.5 mils for the duplicates.
- Contractor shall produce a COM Silver Master Roll for each Service Center, as indicated. Output shall be produced in a 16mm format at a reduction ratio 24 to 1 or 48 to 1, as requested on the print order.
- Contractor shall also produce one or more 16mm diazo duplicate rolls, as required for each Service Center, as indicated. Duplicates shall be produced on blue-black, blue, or black (as indicated) film stock. ANSI, C-clip type cartridges shall be used. With the exception of splices used to attach leaders and trailer, the Contractor shall not splice diazo duplicates. **NOTE: A cartridge can contain up to 7,300 frames. The individual cartridge number appears within each data frame. Each cartridge shall contain only those frames associated with it.**
- Each Service Center will receive only the portion that applies to them (see page 16 for Service Center addresses). Files for any specific Service Center shall be filmed in sequence.

FREQUENCY OF ORDERS/QUANTITY: It is anticipated that there will be approximately ***2 orders per year***, placed as needed for various IRS projects (currently BMF [tax info for Businesses] and IMF [tax info for Individuals]). Occasionally there may be an order for a special project in addition to the known two projects. Additionally, there may be occasional requirements to re-spool and re-label older cartridges (usually for Bell & Howell equipment) to be read on newer equipment; this requires un-spooling, reloading and labeling each roll and includes providing the new spool and clip. ***Although this is an option year contract, all averages, etc. are based upon one year.***

Exhibit B (page 24) reflects typical requirements; however, it cannot be guaranteed that future orders will correspond exactly to this exhibit.

GOVERNMENT TO FURNISH:

Data files, submitted via the IRS Secure Data Transfer (SDT) system. Shipping containers. IRS small package carrier account number.

The Records Transmittal and Receipt, Form SF-135 will be furnished. (See also page 15, *Task Closeout and Transition*).

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

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

AGENCY SECURE DATA TRANSFER (SDT) RESPONSIBILITIES INCLUDE:

1. Providing the contractor with instructions regarding SDT systems capacity requirements and/or restrictions.

2. Accomplishing SDT identification and authentication of contractor personnel authorized to exchange (send and receive) data with the IRS by means of a digital certificate.

3. Providing the contractor with instructions on how to obtain digital certificates used for the purpose of SDT identification and authorization.

4. Ensuring that the IRS SDT host and/or any encryption product used within SDT shall be FIPS 140-2 compliant.

5. Utilizing Secure Hyper Text Transfer Protocol (HTTPS) or other secure, FIPS 140-2 compliant transmission protocol for external data transfers.

6. For outbound data transfers, providing the contractor with the metadata of the transmitted file. The metadata shall include: date/time stamps, number of records transmitted, file name, and other relevant information. Specific instructions to be provided on award.

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

Storage devices used for IRS data: The contractor is required to submit these storage device(s) to the ordering agency for destruction upon completion or termination of this contract.

Weekly status report: This report will contain information items such as files received, shipments made, problems/issues, and an estimate of the upcoming week's work. These reports are to be sent via e-mail to the address indicated on the print order. In the event that the Government e-mail is not available, the reports shall be faxed to the recipients as indicated on the print order.

Quality assurance checks: The contractor shall insure all appropriate quality assurance checks are performed throughout the Micrographics process.

- On a weekly basis the contractor shall have a Methylene Blue test performed on output taken from each film processing system while processing IRS data. Specifically, a test on any film processing system used for Government work. Copies of these test results shall be e-mailed to Chuck Dommel at Charles.R.Dommel@irs.gov within **2** workdays of each test. For each test include the test date and the serial number of the system tested.
- The Government may at any time request that the contractor provide, in writing, any or all of the following information: D-Min and D-Max readings for specific job runs, for both silver masters and diazo duplicates.

Full back up: The contractor must provide full backup capability for continuous production of the final product as required in these specifications.

Coding conversion(s): The contractor is responsible for any coding conversion(s), which may be necessary in order for the contractor to load and process data from print image files.

Receipt for delivery: Contractor must furnish receipts for delivery.

These receipts must include:

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

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

SECURITY: 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. All SBU data must be adequately protected and secured and meet the required physical security minimum protection standards as defined in Publication 1075. Unless otherwise indicated herein, all extra copies, materials, waste, etc., must be destroyed in accordance with IRS Publication 1075 (Rev. 8-2010), Tax Information Security Guidelines for Federal, State, and Local Agencies.

The contractor agrees that it shall establish and maintain full SDT compliance throughout the term of this contract. ***Contractor receiving SBU information from the IRS shall meet the requirements set forth below:***

IRS Publication 1075 and FISMA Compliant Data Protection and Internal Revenue Code 6103 (n)

(a) All federal, state, and local agencies or entities shall comply with IRS Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies and Entities (as revised) if transmitted data contains FTI. All data that originates from the IRS shall be protected to ensure compliance with FISMA, including the technical security, physical security, personnel security, and record retention requirements.

(b) Contractors shall comply with moderate risk controls of NIST SP 800-53, Recommended Security Controls for Federal Information Systems and Organizations, Revision 3.

1. Authorized Data Recipients. Only authorized individuals may receive SBU information from the IRS. Individual identification and authentication will be accomplished through use of a third-party digital certificate issued by name to authorized individuals. Authorized contractor employees shall apply, authenticate and retrieve a digital certificate.

2. Data Tracking and Accounting. Contractors receiving SBU information are responsible for ensuring the security of SBU information within the firm and shall establish procedures to track and account for data from receipt to disposition. If contracted entity is a federal, state, or local agency and transmitted data contains FTI, these procedures shall meet the requirements of Publication 1075. All contractors shall ensure that the individual responsible for accounting for receipt of SBU information is provided with the "control file" that accompanies the extract file on SDT. The contractor is not required to provide IRS with a separate acknowledgement of receipt of SBU information.

3. Data Transmission Log File. Contractors receiving SBU information must maintain a log file that records complete and incomplete data transmissions. For complete transmissions, the log file must identify the sender of the information, the file name, the date/time stamp, and the record count. For incomplete transmissions, the log file must identify as much of the above information as is possible.

4. Confirmation of Successful Transmission and Record Count. When a contractor receives a file from the IRS via SDT, the contractor shall check the file to see that it is intact and usable; the contractor shall also validate the record count provided on the "control file". In the event of an incomplete or unsuccessful transmission, including a file where record counts cannot be validated, the contractor shall notify the IRS Help Desk at 866-743-5748 within five (5) business days and request that the file be retransmitted. Requests for retransmission shall include the following information: Name, phone number and email address of the person making the request; Name, phone number and email address of an alternate contractor contact; file name, job run file ID number, and complete contractor name.

5. Sensitive but Unclassified (SBU) Information Breach / Misrouted File. An SBU information breach includes any incident where SBU data is lost, misused, or compromised. This includes but is not limited to situations involving a misrouted file (a file meant for one entity or contractor is received by another entity or

contractor) containing SBU data. In the case of an SBU breach, the contractor shall contact the following offices within one hour: the Computer Security Incident Response Center (CSIRC)/the Situation Awareness Management Center (SAMC) through the CSIRC/SAMC Incident Hotline at 866-216-4809; the Government Printing Office, Atlanta Regional Office, Term Contract Section, (404) 605-9160, ext. 32709 and the Contracting Officer's Representative, Chuck Dommel 916-974-5097. The Government will take appropriate action and advise the contractor of further action, if any, required by the contractor and/or consequences resulting from the SBU Breach.

6. Access Controls and Audit Logs. The contractor shall ensure that any information system (server, workstation, laptop, etc.) storing SBU information maintains access controls that control access to the information and audit logs that document any access to the information in accordance with NIST SP 800-53. Audit logs must be saved for 7 years. For all federal, state, and local agencies or entities, if data transmitted through the SDT and stored on the agency's system contains FTI, access to the information shall be recorded and reviewed, as identified for access controls and auditing within Publication 1075.

7. Validation of Authorized Users. All logical access to IRS information shall be controlled by US Government-approved authentication methods to validate the authorized users.

8. Web Accessible File Sharing Support. There shall be no dialup or broadband support for web accessible file sharing. Remote administration of the web accessible file sharing systems is permitted only via FIPS 140-2 compliant products.

9. Safeguard Disclosure of FTI Data Transmitted Through The SDT. If SDT is used by the contractor to receive FTI data from the IRS, a revised Safeguard Procedures Report (SPR) is not required to participate in SDT. The contractor's next annual Safeguard Activity Report (SAR) submission shall document all protection mechanisms used to secure and store all data received in performing this contract. This shall include identifying the protection procedures, as well as the destruction procedures for data files received via SDT.

10. Contractor shall ensure that all laptops being used for this contract use full disk encryption.

11. All IT assets must be configured to ensure compliance with the NIST Security Content Automation Protocol (SCAP) located on the NIST web site.

SAFEGUARDS AND DISCLOSURE REQUIREMENTS: The Government agency, Internal Revenue Service (IRS), has established a Secure Data Transfer (SDT) program to provide encrypted electronic transmission of Sensitive But Unclassified (SBU) information (which may or may not include Federal Tax Information (FTI)) between the IRS and the contractor using the Axway (formerly known as Tumbleweed) Secure Transport client software. This method of SBU data exchange ensures adequate security and protection of sensitive information in compliance with OMB Memorandums M-16-06 and M-07-16, and the Federal Information Security Management Act (FISMA).

Information the IRS provides to the contractor under this contract is Sensitive But Unclassified (SBU) information which may include but is not limited to information such as Personally Identifiable Information (PII), Federal Tax Information (FTI), and/or sensitive agency information. Examples of such data are: Social Security Number, First and Last Name, Address, agency infrastructure diagrams, IP addresses, security audit results, etc. This includes data transfers being sent to or from the IRS.

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

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

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

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

DISCLOSURE OF INFORMATION – SAFEGUARDS: In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his/her employees with the following requirements:

(1) All work shall be performed under the supervision of the contractor or by the contractor's employees who have obtained security clearance.

(2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential 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. Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspections or disclosures should be addressed to the Contracting Officer, Atlanta Regional Office.

(3) The contractor certifies that the data processed during the performance of this contract shall be completely purged from all data storage components of his/her computer facility and no output will be retained by the contractor at the time the IRS work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized inspection or disclosure

(4) Any spoilage or any intermediate hard copy printout which may result during the processing of IRS data must be given to the IRS for disposal. Contractor must contact Chuck Dommel (916)-974-5097 for instructions and where to send the spoilage.

(5) Should the contractor or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the Default clause (FAR 52.249-8), incorporated herein by reference, may be invoked, and the person will be considered to be in breach of this contract.

DISCLOSURE OF INFORMATION--CRIMINAL/CIVIL SANCTIONS

(a) Each officer or employee of any person at any tier to whom returns or return information is or may be disclosed shall be notified in writing by the person that returns or return 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 returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure plus in the case of willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(b) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be

used only for the purpose of carrying out the provisions of this contract and that inspection of any such returns or return information for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000.00 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

(c) Additionally, 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), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000

DISCLOSURE OF INFORMATION - INSPECTION

The contractor shall be subject at the option/discretion of the agency, to periodical testing (but no less than annually) and evaluation of the effectiveness of information security controls and techniques. The assessment of information security controls may be performed by an agency independent auditor, security team or Inspector General, and shall include testing of management, operational and technical controls, as indicated by the security plan or every information system that maintain, collect, operate or use federal information on behalf of the IRS. The IRS and contractor shall document and maintain a remedial action plan, also know as a Plan of Action and Milestones (POA&M) to address any deficiencies identified during the test and evaluation. The contractor must cost-effectively reduce information security risks to an acceptable level within the scope, terms and conditions of the contract. The contractor has the responsibility of ensuring that all identified weaknesses are either corrected and/or mitigated.

The Government shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, the Contracting Officer, Atlanta Regional Office, may require specific measures in cases where the contractor is found to be noncompliant with contract safeguards.

BREACH RELATED TERMINATION OF DATA TRANSMISSION

If the Government determines that an authorized recipient has failed to maintain adequate safeguards (in the transmission, retention, and/or use of SBU) or has made any unauthorized inspections or disclosures of SBU, the Government may terminate or suspend transmission of SBU to any authorized recipient until the Government is satisfied that adequate steps have been taken to ensure adequate safeguards or prevent additional unauthorized inspections or disclosures (see IRC section 6103(p)(4) and (p)(7)).

SENSITIVE BUT UNCLASSIFIED SYSTEMS OR INFORMATION

(a) In addition to complying with any functional and technical security requirements set forth in the schedule and elsewhere in the contract, the contractor shall request that the Government initiate personnel screening checks and provide signed user nondisclosure agreements, as required by this clause, for each contractor employee requiring staff-like access, i.e., unescorted or unsupervised physical access or electronic access, to the following limited or controlled areas, systems, programs and data: IRS facilities, information systems, security items and products, and sensitive but unclassified information. Examples of electronic access would include the ability to access records by a system or security administrator.

(b) The contractor shall submit a properly completed set of investigative request processing forms for each such employee in compliance with instructions to be furnished by the IRS.

(c) Depending upon the nature of the type of investigation necessary, it may take a period up to eleven months to complete complex personnel screening investigations. At the discretion of the Government, background screening may not be required for employees with recent or current favorable Federal Government investigations.

To verify the acceptability of a non-IRS, favorable investigation, the contractor shall submit the forms or information needed, according to instructions furnished by the IRS.

The contractor shall ensure that each contractor employee requiring access executes any nondisclosure agreements required by the Government prior to gaining staff-like access. The contractor shall provide signed copies of the agreements to the Contracting Officer's Representative for inclusion in the employee's security file. Unauthorized access is a violation of law and may be punishable under the provisions of Title 5 U.S.C. 552a, Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.)(governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)) and other applicable statutes.

The contractor shall notify the Contracting Officer, Atlanta Regional Office and the Contracting Officer's Representative no later than the end of the day of the termination for cause of an authorized employee's access. The contractor shall notify the Contracting Officer, Atlanta Regional Office no later than ten days after an authorized employee no longer requires access for any other type of termination. Verbal notifications shall be confirmed in writing within thirty days.

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.

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.

PERSONNEL, PHYSICAL, AND COMPUTER SECURITY REQUIREMENTS: These requirements include, but are not limited to: financial history of the contractor's firm and an on-site visit by IRS security personnel.

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 AWARD,** 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.

- 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 personnel requiring investigation will not be allowed staff-like access to IRS data until approved by the IRS National Background Investigation Center (NBIC).

PERSONNEL SECURITY REQUIREMENTS
Contractor applicants hired to work on the contract(s) must meet the eligibility requirements. **To be eligible,** applicant(s) must be:

1) In full compliance with all Federal tax laws and regulations.
2) Either a U.S. citizen or a lawful permanent resident of the U.S. as prescribed by Treasury Security Manual TD P 71-10, Chapter II, Section 2.
3) Registered with the Selective Service if applicant(s) are males born after 1959.

To initiate the background investigation the contractor must complete the Risk Assessment Checklist (RAC) form and security documents Form 13340 (Fair Credit Reporting Act) Optional Form 306 (Declaration for Federal Employment), and Form 12333 (Consent for Fingerprint Check) which authorizes the release of criminal history records which may be in the files of any Federal state or local criminal justice agency to be received by the Federal agency conducting the background investigation. The IRS Contractor Lifecycle Management (CLM) office may request additional forms to complete their investigation.

Information Security Awareness and Training
The contractor shall comply with IRS mandatory annual Computer Security Awareness briefings, UNAX briefings and receive an initial orientation before access to IRS Information Systems. All contractors who are involved with the management, use, programming or maintenance of IRS information systems must complete the IRS mandatory Computer Security briefing. The contractor shall comply with the Taxpayer Browsing Protection Act of 1997 - Unauthorized Access (UNAX), the Act amends the Internal Revenue Code 6103 of 1986 to prevent the unauthorized inspection of taxpayer returns or tax return information.

Cybersecurity oversees a series of security awareness training sessions; in particularly the Unauthorized Access (UNAX) training and Computer Security Awareness training, which is conducted annually and mandatory for all IRS employees and contractors. FISMA requires continuous security awareness training to inform personnel, including contractors, other users, and individuals with significant IT Security responsibilities that support the operations and assets of the agency to receive specific training on agency guidance, policies and procedures to reduce information security risks.

All contractor employees who could have access to return information must complete the mandatory UNAX briefing. Contractors shall certify the completion of training by their employees annually. The certification shall be submitted to the Contractor Security Management (CSM) with a copy to the COR and Mission Assurance Security Services Awareness and Training Team.

JOB SETUPS: For all new projects, the contractor shall be responsible for the creation of any job setups associated with the contractor's micrographics devices. For existing setups, the contractor shall be responsible for any required modification(s). Job setup specifications will be provided by the Government on a print order basis. Some examples of items associated with these specifications include: lens reduction ratios; frame spacing; frame breaks; frame numbering; index frame content; size and content of roll film retrieval marks/codes.

IMPRINT & IDENTIFICATION MARKINGS: The requirement for GPO imprint is waived. Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc., except form number, and revision date, carried on copy or electronic files must not print on finished product.

IMAGE ("BLIP") MARKS: Occasionally orders may require Image ("Blip") Marks to be recorded on the microfilm as indicated on the print order.

FILM SPLICING AND CARTRIDGE LOADING: For any specific job, the type of film cartridge(s), leader(s), and trailer(s) required will be identified by the Government on a print order basis. Presently, the IRS/DCC uses ANSI C Clips exclusively, i.e. Kodak Ektamate A magazines and reels or their equivalent. 16mm diazo duplicates shall be produced only after all necessary splices are made to the first generation silver masters. With the exception of splices used to attach leaders and trailers, the contractor shall not splice diazo duplicate(s). The contractor shall insure film splices do not adversely affect the resolution (focus) of surrounding frames, nor the count integrity of retrieval marks/codes used by the Government's 16mm retrieval devices in locating specific frames/documents on the film.

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

also be necessary to run certain jobs in parallel to identify and resolve problems before completing transition of the micrographics function.

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

Upon termination of this contract, the contractor shall ensure that all information retained on computer media is sanitized, degaussed, and or destroyed in accordance with NIST 800-88 or returned to the IRS for destruction. This shall include but not be limited to computer hard drives, removable drives, and removable backup cartridges. For this contract the contractor must return the Hard drive that was used to store the IRS data for destruction. An address will be furnished at that time.

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

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

- IMF project destruction date is calculated by adding 30 years to the cycle number. Mark this year number on the outside of the storage carton as DESTRUCTION DATE.

PACKING: Microfilm Reels shipped to the IRS Service Centers MUST be double boxed.

- The inside box should be 18 x 9 x 12" and contain two trays. Each tray will hold 44 ANSI Cartridges for a total capacity of 88. Each inside box should include a precautionary identification label including the proper shipping address and contact information.

- The outside box will be a minimum of 19 x 10 x 12" and will hold at least one inside box. A maximum of four inside boxes can be included within an outside box.

- Shipping containers must not exceed 32 pounds when fully packed. ***A copy of the SF-135 <u>MUST</u> be placed in the 1st container of all shipments to the National Archives.***

- Packing material shall contain no adhesive or chemical that would produce a degenerative effect upon the film and must be acid free and free from particulate matter. All packing material must be in accordance with ISO 18902.

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

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

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

DISTRIBUTION: The IRS will provide an IRS small package carrier account number. ***Contractor must use the IRS small package carrier.*** NOTE: Reimbursement will not be provided if the contractor uses his/her own carrier.

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

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

Contractor shall store all first generation silver masters for a period of one year, then ship the film f.o.b. contractor's city to: The National Archives and Records Administration, Central Plains Region GSA-NARA, 5351 Lee's Summit Rd., Lee's Summit, MO 64064-1182, ATTN: Mike O'Conner (816) 268-8143. The IRS will furnish a small package freight bill for use in shipping the masters.

Each Service Center is to receive only those cartridges associated with it. **Each Service Center will receive duplicates (2nd generation) based on the attached distribution** breakdown furnished with the print order. A sample distribution sheet is on page 18. 2nd generation films are to be shipped f.o.b. contractor's city to various IRS Service Centers, as indicated on the print order.

CURRENT ADDRESSES FOR THE SERVICE CENTERS ARE:

Austin Service Center, Internal Revenue Service, 2021 East Woodward Street, Mail Stop 6722 AUSC, Austin, TX 78741-7805

Cincinnati Service Center (includes Brookhaven & Memphis), Internal Revenue Service, Attn: Bethany Baker T-405, 7125 Industrial Road, Florence, KY 41042

Fresno Service Center (includes Andover), Internal Revenue Service, 3211 S. Northpoint Drive, Mail Stop 36506, Fresno, CA 93725

Kansas City Service Center (includes Atlanta), Internal Revenue Service, 333 West Pershing Avenue, Mail Stop 6700, Kansas City, MO 64108

Ogden Service Center (includes Philadelphia), Internal Revenue Service, Attn: Charlene Scoffield, 1973 North Rulon White Blvd., Mail Stop 6722, Ogden, UT 84404

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

Furnished material will be sent to the contractor (at Government's expense), but must be delivered back to the originating office at contractor's expense.

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

SAMPLE Distribution for BMF Service Center – District Office Association

This sample has been provided as a reference for the filming of the 16mm BMF Retention Register – BMF/74450. BMF files will be batched by Service Center. Each batch represents a Center and the various District Offices associated with it. Numbers shown are the identification numbers used by IRS to identify each. NOTE: IRS recently realigned its Region, Service Center, and District Offices. This list does not reflect the new alignment, but rather the old one; the alignment can still be used by the BMF Project. Please understand this list is subject to change.

07 ATLANTA Service Center
(ATSC) Region 1
57 Columbia
58 Atlanta
59 Jacksonville
65 Ft. Lauderdale

08 ANDOVER Service Center
01 Augusta
02 Portsmouth
03 Burlington
04 Boston
05 Providence
06 Hartford
14 Albany
16 Buffalo

09 KANSAS CITY Service Center
(KCSC) Region 3
36 Chicago
37 Springfield
39 Milwaukee
41 St. Paul
42 Des Moines
43 St. Louis

17 CINCINNATI Service Center
(CSC) Region 4
31 Cincinnati
34 Cleveland
35 Indianapolis
38 Detroit
55 Parkersburg
61 Louisville

18 AUSTIN Service Center
48 Wichita
73 Oklahoma City
74 Austin
75-76 Dallas
85 Albuquerque

19 BROOKHAVEN Service Center
(BSC)
11 Brooklyn
13 Manhattan
22 Newark

28 PHILADELPHIA Service Center
(PSC) Region 5
23 Philadelphia
25 Pittsburgh
52 Baltimore
51 Wilmington
54 Richmond
66 Puerto Rico
O.I.O – All Others

29 OGDEN Service Center
(OSC) Region 9
45 Fargo
46 Aberdeen
47 Omaha
68 Sacramento
81 Helena
82 Boise
83 Cheyenne
84 Denver
86 Phoenix
87 Salt Lake City
88 Reno
91 Seattle
92 Anchorage
93 Portland

49 MEMPHIS Service Center
(MSC) Region 3
56 Greensboro
62 Nashville
63 Birmingham
64 Jackson
71 Little Rock
72 New Orleans

89 FRESNO Service Center
33 Laguna Nigel
77 San Jose
94 San Francisco
95 Los Angeles
99 Honolulu

SECTION 3. DETERMINATION OF AWARD

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

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

I.	(a)	5,849
	(b)	5,849
II.	(a)	1

SECTION 4. SCHEDULE OF PRICES

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

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

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

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

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

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

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

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

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

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

Production of microfilm from furnished file(s). A charge will be allowed for each separate microfilm. Prices must include the cost of all required materials and operations necessary for the complete production, packing and distribution of the product listed in accordance with these specifications, with the exception of Item II.

(a) First Generation Silver Master Roll ..... *per 100' roll* ..... $_____

(b) Second Generation Diazo Duplicate ..... *per 100' roll* ..... $_____

II. ADDITIONAL OPERATIONS:

(a) Re-spooling and relabeling older cartridges for use on newer equipment (includes new spool and clip) ..... *each cartridge* $_____

_____
Initials

BIDDERS NAME AND SIGNATURE: Fill out and return all pages in "Section 4.- Schedule of Prices", initial or sign each in the space provided and submit with two copies of GPO Form 910, "Bid". Do not enter bid prices on GPO Form 910. NOTE: The schedule of prices will prevail in instances where prices are inadvertently entered on GPO Form 910.

Bidder_____

_____

(City - State)

By_____

(Signature and title of person authorized to sign this bid)

_____

(Person to be contacted) (Telephone number & e-mail address)

NOTE: Contractor's complete address, Program Number, and bid opening date and time should be referenced on the envelope containing the bid.

_____

Initials

EXHIBIT A

NON-DISCLOSURE AGREEMENT: All Contractor employees determined to require staff-like access, i.e., unescorted or unsupervised physical access or electronic access, to IRS facilities, information systems, security items and products, or sensitive but unclassified information in connection with the contract, are required to sign the following statement prior to having access to said areas and information. The contractor is responsible for ensuring the statements are completed and forwarded to the Contracting Officer, Atlanta Regional Printing Procurement Office.

NON-DISCLOSURE AGREEMENT
IRS Program 1491-S – Microfilm and Related Services
Conditional Access to Sensitive but Unclassified Information
Employees of _____

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

I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified information, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.

2. As used in this Agreement, sensitive but unclassified information is any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 U.S.C. § 552a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of the production of microfilm and related operations of Individual and Business tax returns. This approval will permit me conditional access to certain sensitive but unclassified information and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the IRS has predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include sensitive but unclassified information provided to Treasury by other agencies of the United States Government.

4. I will never divulge any sensitive but unclassified information, which is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by the IRS that the individual is authorized to receive it. Should I desire to make use of any sensitive but unclassified information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to the IRS for security review, prior to any submission for publication, any book, article, column or other written work for general publication this is based upon any knowledge I obtained during the course of my work on Program 1491-S in order for the IRS to ensure that no sensitive but unclassified information is disclosed.

5. I hereby assign to the United States Government all royalties, remuneration's, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of sensitive but unclassified information not consistent with the terms of this Agreement.

6. If I am permitted, at the sole discretion of the IRS, to review any official documents containing sensitive but unclassified information, such review will be conducted at a secure facility or under circumstances, which will maintain the security protection of such material. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the IRS, to be placed in secure storage unless it is determined by the IRS officials that the notes contain no sensitive but unclassified information. If I wish to have the notes released to me, IRS officials will review the notes for the purposes of deleting any sensitive but unclassified information to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain in sealed and secure storage at the IRS.

7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of sensitive but unclassified information could compromise the security of the IRS.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to sensitive but unclassified information. This may serve as a basis for denying m e conditional access to IRS information, both classified and sensitive but unclassified information, in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed therein not to divulge may constitute a criminal offence.

9. Unless and until I am provided a written release by the IRS from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my work on (name of project/contract), and at all times thereafter.

10. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.

11. I understand that the United States Government may seek any remedy available to information in breach of this Agreement.

12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any sensitive but unclassified information to which I have been given conditional access under the terms of this Agreement.

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq. (governing disclosures that could expose confidential Government agents), and the statutes which protect against disclosure that any compromise the national security, including Sections 641,793,794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783 (b)). The definitions, requirements, obligations, rights, sanction and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

I make this Agreement in good faith, without mental reservation or purpose of evasion.

_____ _____
Name Date

This Agreement was accepted by the undersigned on behalf of the IRS as a prior condition of conditional access to sensitive but unclassified information.

_____ _____
Department of the Treasury Date
Internal Revenue Service

EXHIBIT B

TYPICAL REQUIREMENTS

	IMF			
Service Center Name	**# of Data Tapes**	**# of Label Tapes**	**# of Segments/Rolls Produced**	**# of Images**
Andover	3	1	89	622,888
Atlanta	3	1	107	766,514
Austin	4	1	109	779,140
Brookhaven	2	1	85	606,139
Cincinnati	3	1	108	778,046
Fresno	6	1	142	1,023,134
Kansas City	4	1	154	1,078,613
Memphis	7	1	133	952,279
Ogden	4	1	137	949,063
Philadelphia	3	1	127	885,737
Total	39	10	1191 masters	8,441,553
			1 dupe of each master	
	BMF			
Service Center Name	**# of Data Tapes**	**# of Label Tapes**	**# of Segments/Rolls Produced**	**# of Images**
Andover	1	1	46	321,069
Atlanta	1	1	55	391,089
Austin	1	1	57	410,089
Brookhaven	2	1	42	300,069
Cincinnati	2	1	56	401,089
Fresno	2	1	74	523,119
Kansas City	2	1	80	567,127
Memphis	2	1	69	480,109
Ogden	2	1	71	505,119
Philadelphia	2	1	65	460,109
Total	17	10	615 masters	4,358,988
			1 dupe of each master	

GPO Form 910
(R 8-01) P.57021-4
Part 1
ORIGINAL

U.S. GOVERNMENT PRINTING OFFICE
Printing Procurement Department

BID

All bids are subject to GPO Publication 310.2, Contract Terms (Rev. 6-01) which is incorporated by reference, and the representations and certifications on the reverse of part one of this GPO Form 910.

Shipment(s) 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, contractor will be responsible for any additional shipping costs incurred.)

PROGRAM NO. _____ (BIDDER TO ATTACH SCHEDULE OF PRICES TO THIS BID FORM)

or

JACKET NO. _____

BID _____

Additional _____ Rate _____

Discounts are offered for prompt payment as follows: _____ percent, _____ calendar days.
See Provision 12 "Discounts" in GPO Contract Terms (Pub. 310.2).

Bidder hereby acknowledges amendment(s) number(ed) _____

In compliance with the above, the undersigned agrees, if this bid is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the bidder) from the date for receipt of bids, to furnish the specified items at the price set opposite each item, delivered at the designated point(s), in exact accordance with specifications.

Notice: Failure to provide a 60 day bid acceptance period may result in expiration of your bid prior to award.

COMPANY SUBMITTING BID	**PERSON AUTHORIZED TO BID**
Company _____	Name _____
Address _____	Title _____
City _____ State _____ Zip _____	Signature _____
GPO Contractor Code (if known) _____	Date _____
Telephone Number _____	Facsimile Number _____

Contracting Officer Review _____ (Initials) Date _____ Certifier _____ (Initials) Date _____

Representations and Certifications

Exception to the certifications may render your bid nonresponsive. Submission of your bid without statement of exception shall constitute certification of the six items.

REPRESENTATIONS.

R-1. Small business. By submission of a bid, the bidder represents that the bidder is a small business concern, unless the bid contains an affirmative representation that the bidder is not a small business concern.

R-2. Small Disadvantaged Business Concern. By submission of a bid, the bidder represents that the bidder is not a small disadvantaged business concern, unless the bid itself contains an affirmative representation that the bidder is a small disadvantaged business concern.

R-3. Women-Owned Small Business Concern. By submission of a bid, the bidder represents that the bidder is not a women-owned small business concern, unless the bid itself contains an affirmative representation that the bidder is a women-owned small business concern.

CERTIFICATIONS.

C-1. Covenant Against Contingent Fees. Submission of a bid without statement of exception shall constitute certification.

(a) The contractor warrants that no person or agency has been employed or retained to solicit or obtain a contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul the contract without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency" means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee" means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee" means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence" means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

C-2. Buy American Certification. Except as may be listed with the bid itself, the bidder certifies with the submission of a bid that each end product is a domestic end product (as defined in clause 37 "Buy American Act" in Contract Clauses), and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States. Any exception listed with the bid itself must list both the excluded end products and the country of origin of each.

C-3. Clean Air and Water. Submission of a bid without statement of exception shall constitute certification.

(Applicable if the bid or offer exceeds $100,000 or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed $100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413 (C) (1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

(a) Any facility to be utilized in the performance of the proposed contract has not been listed on the Environmental Protection Agency List of Violating Facilities.

(b) The Contracting Officer will be promptly notified, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

(c) Bidder will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

C-4. Certificate of Independent Price Determination. Submission of a bid without statement of exception shall constitute certification.

(a) The offeror certifies that-

(1) The prices in the offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to(i) those prices; (ii) the intention to submit an offer; or (iii) the methods or factors used to calculate the prices offered.

(2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in the bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

C-5. Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters (Jan. 1999). By submission of a bid-

(a)(1) The offeror certifies, to the best of its knowledge and belief, that-

(i) The offeror and/or any of its principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under the solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from the solicitation for default.

C-6. Certification of Nonsegregated Facilities (Jan. 1999). Submission of a bid without statement of exception shall constitute certification.

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By submission of an offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where is has obtained identical certifications from proposed subcontractors for specific time periods) it will-

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods);

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.